



# भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित  
PUBLISHED BY AUTHORITY

10/10/23

सं० 43]  
No. 43]

नई दिल्ली, शनिवार, अक्टूबर 27, 2001/कार्तिक 5, 1923  
NE DELHI, SATURDAY, OCTOBER 27, 2001/KARTIKA 5, 1923

इस पृष्ठ में निम्न पृष्ठ संख्या की जाती है जिससे कि यह प्रकाश संकलन के रूप में  
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a  
separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-Section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएँ  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(other than the Ministry of Defence)

गृह मंत्रालय  
(पुनर्वास प्रभाग)

MINISTRY OF HOME AFFAIRS  
(Rehabilitation Division)

नई दिल्ली, 15 अक्टूबर, 2001

New Delhi, the 15th October, 2001

का आ 2890—निष्कात सम्पत्ति प्रबंध अधिनियम, 1950 (1950 का 31) की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा भूमि एवं भवन विभाग, राष्ट्रीय राजधानी क्षेत्र, दिल्ली सरकार से एसोसिएट शहरी एवं ग्रामीण नियोजक/सहायक आवास आयुक्त को उनके स्वयं के दायित्वों के अनिवारित, उक्त अधिनियम के द्वारा अथवा उसके अधीन ऐसे सहायक अभिरक्षक को सौंपे गए कार्यों का निष्पादन करने के उद्देश्य में, तत्काल प्रभाव से निष्कात सम्पत्ति के सहायक अभिरक्षक के रूप में नियुक्त करती है।

S.O. 2890—In exercise of the powers conferred by Sub-Section (1) of Section 6 of the Administration of Evacuee Property Act, 1950 (31 of 1950), the Central Government hereby appoints Associate Town and Country Planner/Assistant Housing Commissioner in the Land and Building Department, Government of National Capital Territory of Delhi as Assistant Custodians of Evacuee Property, in addition to their own duties, for the purpose of performing the functions assigned to such Assistant Custodian by or under the said Act, with immediate effect.

[संख्या 1(1)/2001-बंदाविस्त]

फूल सिंह, निदेशक (आर-1)

[No 1(1)/2001-Settlement]  
PHOOL SINGH, Director (R-I)

नई दिल्ली, 18 अक्टूबर, 2001

का. आ. 2891.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में, गृह मंत्रालय के निम्नलिखित कार्यालयों में हिन्दी का कार्यसाधक ज्ञान रखने वाले कर्मचारियों की संख्या 80% से अधिक हो जाने के फलस्वरूप उन्हें एतद्वारा अधिसूचित करती है :

1. रंगरूट प्रशिक्षण केन्द्र-3, केन्द्रीय रिजर्व पुलिस बल, पल्लिपुरम (केरल)।
2. कमांडेंट, 137 बटालियन, केन्द्रीय रिजर्व पुलिस बल।

[सं. 12017/1/99-हिन्दी]

राजेन्द्र सिंह, निदेशक (रा. भा.)

New Delhi, the 18th October, 2001

S.O. 2891.—In pursuance of sub rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices the Ministry of Home Affairs where the percentage of Hindi knowing staff has gone above 80 per cent.

1. Recruit Training Centre-3, CRPF, Pallipuram (Kerala),
2. Comdt. 137 BM CRPF.

[No. 12017/1/99-Hindi]

RAJENDRA SINGH, Director (OL)

नई दिल्ली, 18 अक्टूबर, 2001

का. आ. 2892.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में, गृह मंत्रालय के निम्नलिखित कार्यालयों में हिन्दी का कार्यसाधक ज्ञान रखने वाले कर्मचारियों की संख्या 80 प्रतिशत से अधिक हो जाने के फलस्वरूप उन्हें एतद्वारा अधिसूचित करती है :-

1. सेक्टर मुख्यालय, सीमा सुरक्षा बल, मालदा।
2. सेक्टर मुख्यालय, सीमा सुरक्षा बल, गुरुदासपुर।
3. सेक्टर मुख्यालय, सीमा सुरक्षा बल, रामबन।
4. सहायक प्रशिक्षण केन्द्र, सीमा सुरक्षा बल, चुराचंदपुर।
5. 09 बटालियन, सीमा सुरक्षा बल।
6. 10 बटालियन, सीमा सुरक्षा बल।
7. 32 बटालियन, सीमा सुरक्षा बल।
8. 36 बटालियन, सीमा सुरक्षा बल।
9. 53 बटालियन, सीमा सुरक्षा बल।
10. 80 बटालियन, सीमा सुरक्षा बल।
11. 96 बटालियन, सीमा सुरक्षा बल।
12. 110 बटालियन, सीमा सुरक्षा बल।

13. 117 बटालियन, सीमा सुरक्षा बल।
14. 118 बटालियन, सीमा सुरक्षा बल।
15. 136 बटालियन, सीमा सुरक्षा बल।
16. 137 बटालियन, सीमा सुरक्षा बल।

[सं. 12017/1/99-हिन्दी]

राजेन्द्र सिंह, निदेशक (राजभाषा)

New Delhi, the 18th October, 2001

S.O. 2892.—In pursuance of sub rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices of the Ministry of Home Affairs where the percentage of Hindi knowing staff has gone above 80 per cent :

1. Sector Hqrs. BSF, Malda.
2. Sector Hqrs. BSF, Gurudaspur.
3. Sector Hqrs. BSF, Ramban.
4. Subsidiary Training Centre BSF, Churachandpur.
5. 09 Bn. BSF
6. 10 Bn. BSF
7. 32 Bn. BSF
8. 36 Bn. BSF
9. 53 Bn. BSF
10. 80 Bn. BSF
11. 96 Bn. BSF
12. 110 Bn. BSF
13. 117 Bn. BSF
14. 118 Bn. BSF
15. 136 Bn. BSF
16. 137 Bn. BSF.

[No. 12017/1/99-Hindi]

RAJENDRA SINGH, Director (OL)

कार्मिक, लोक शिक्षण तथा पेशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 12 अक्टूबर, 2001

का.आ. 2893.—केन्द्रीय सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री आर.एस. बिप्लवी, अभियोजन अधिकारी, केन्द्रीय अन्वेषण ब्यूरो को दिल्ली विशेष पुलिस स्थानों द्वारा न्यायालयों में संस्थित मामलों और किसी और राज्य अथवा संघ राज्य क्षेत्र जिस पर पूर्वोक्त धारा के उपबंध लागू होते हैं, में बिप्लवी द्वारा स्थापित पुनरीक्षण अथवा अपील न्यायालयों में इन मामलों से उद्भूत अपीलों/पुनरीक्षणों अथवा अन्य

विषयों के संवादन के लिए विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[सं. 225/1/2000-ए. वी. डी.-II(i)]

हरि सिंह, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel & Training)

New Delhi, the 12th October, 2001

S.O. 2893.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri R.S. Tripathi, Prosecuting Officer of the Central Bureau of Investigations, as Special Public Prosecutor for the conduct of cases instituted by Delhi Special Police Establishment in the Courts and appeals/revisions or other matters arising out of these cases in revisional or appellate courts established by law in any State or Union Territory to which the provisions of the aforesaid section apply.

[No. 225/1/2000-AVD. II(i)]

HARI SINGH, Under Secy.

नई दिल्ली, 12 अक्टूबर, 2001

का.आ. 2894.—केन्द्रीय सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 25 की उपधारा (1ए) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय अन्वेषण ब्यूरो के निम्नलिखित अधिकारियों को दिल्ली विशेष पुलिस स्थापना द्वारा किसी राज्य अथवा संघ राज्य क्षेत्र जिस पर पूर्वोक्त धारा के उपबंध लागू होते हैं, में मजिस्ट्रेट न्यायालयों में संस्थित मामलों के संचालन के लिए सहायक लोक अभियोजक के रूप में नियुक्त करती है :—

(1) श्री दिग्विनय सिंह

(2) सुश्री अरुंधती एस.

[सं. 225/1/2000-ए. वी. डी.-II(ii)]

हरि सिंह, अवर सचिव

New Delhi, the 12th October, 2001

S.O. 2894.—In exercise of the powers conferred by sub-section (1A) of sections 25 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints the following Prosecuting Officers of the Central Bureau of Investigation as Assistant Public Prosecutors for the conduct of cases instituted by Delhi Special Police Establishment in the Courts of Magistrates in any

State or Union Territory to which the provisions of the aforesaid section apply.

(1) Sh. Dig Vinay Singh

(2) Ms. Bharathi S.

[No. 225/1/2000-AVD. II(ii)]  
HARI SINGH, Under Secy.

नई दिल्ली, 12 अक्टूबर, 2001

का. आ. 2895.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उड़ीसा राज्य सरकार, गृह विभाग की अधिसूचना सं. 46458 दिनांक 28-08-2001 द्वारा प्राप्त उड़ीसा राज्य सरकार की सहमति में "पुरी डरिगेशन डिविजन के डब्ल्यू. आर. सी पी पैकेज नं. 10 के अधीन सम्मिलित महानदी डेल्टा स्टेज-II के अंतर्गत आर डी 00 से 14.90 कि. मी. तक डेलागा डिस्ट्रीब्यूट्री में सुधार" संबंधी संविदा देने और कार्य निष्पादन के संबंध में भ्रष्टाचार निवारण अधिनियम, 1988 के सुसंगत उपबंधों के अधीन दंडनीय अपराधों, और उसी संव्यवहार के अनुक्रम में किए गए उन्ही तथ्यों से उद्भूत अपराधों में से एक अथवा अधिक से संबंधित अथवा समस्त अन्य अपराधों और अपराधिक व्यवहार, प्रयत्नों, दुष्प्रेरणों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण उड़ीसा राज्य पर करती है।

[सं. 228/24/2000-ए. वी. डी.-II.]

हरि सिंह, अवर सचिव

New Delhi, the 12th October, 2001

S.O. 2895.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Orissa, Home Department accorded vide Notification No. 46458 dated 28th August, 2001, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment in the whole State of Orissa for investigation of offences punishable under the relevant provisions of the Prevention of Corruption Act, 1988, and other offences and criminal conspiracy, attempts, abettors in relation to or in connection with one or more of the offence committed in the course of same transaction arising out of the same facts in respect of award of contract and execution of work "Improvement to Dehanga Distributory from DR 00 to 14.90 Kms. under Mahanadi Delta Stage-II, covered under WRCP Package No. 10 of Puri Irrigation Division".

[No. 228/24/2000-AVD-II]  
HARI SINGH, Under Secy.

वित्त मंत्रालय  
(राजस्व विभाग)

आदेश

नई दिल्ली, 5 अक्टूबर, 2001

स्टाम्प

का.आ. 2896.— भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा तमिलनाडु विद्युत बोर्ड, चेन्नई को मात्र एक करोड़ पंचानवे लाख तिरासी हजार रुपए का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है जो उक्त बोर्ड द्वारा 15-06-01 को आवंटित मात्र एक सौ पंचानवे करोड़ तिरासी लाख रुपए के समग्र मूल्य के प्रत्येक एक-एक लाख रुपए के प्रोमिसरी नोटों के स्वरूप वाले 11 प्रतिशत टी.एन.ई.बी. पावर बाण्डो-श्रृंखला 4/2000-2001 12.15 प्रतिशत-पर स्टाम्प शुल्क के कारण प्रभावी है।

[सं. 45/2001-स्टाम्प/फा.सं. 33/57/2001-बि.क.]

आर.जी. छाबड़ा, अवर सचिव

MINISTRY OF FINANCE  
(Department of Revenue)

ORDER

New Delhi, the 5th October, 2001

STAMPS

S.O. 2896.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits The Tamil Nadu Electricity Board, Chennai to pay consolidated stamps duty of rupees one crore ninety five eighty three thousand only chargeable on account of the stamp duty on 11% TNEB Power Bonds-Series 4/2000-2001 12(15% in the nature of promissory notes of rupees one lakh each aggregating to rupees one hundred ninety five crore eighty three lakh only allotted on 15-06-2001, by the said Board.

[No. 45/2001—STAMPS/F. No. 33/57/2001-ST]

R.G. CHHABRA, Under Secy.

आदेश

नई दिल्ली, 11 अक्टूबर, 2001

स्टाम्प

का.आ. 2897.— भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार एतद्वारा मै. आई.सी.आई.सी.आई. लि. मुम्बई को मात्र एक करोड़ सड़मठ लाख औरानवे हजार नौ सौ

रुपए का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है, जो उक्त कम्पनी द्वारा जारी किए जाने वाले बंध-पत्रों के स्वरूप के दो सौ तेडम करोड़ तिरानवे लाख बीस हजार रुपए के समग्र मूल्य के 447864 आई.सी.आई.सी.आई. अमुगुधित विमोच्य बंध-पत्रों (अगस्त, 2001 श्रृंखला) पर स्टाम्प शुल्क के कारण प्रभावी है।

[सं. 46/2001-स्टाम्प/फा.सं. 33/62/2001-बि.क.]

आर.जी. छाबड़ा, अवर सचिव

ORDER

New Delhi, the 11th October, 2001

STAMPS

S.O. 2897.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits M/s. ICCI Limited, Mumbai to pay consolidated stamp duty of rupees one crore sixty seven lakh ninety four thousand nine hundred only chargeable on account of the stamp duty on 447864 ICICI Unsecured Redeemable Bonds (August, 2001 Issue) in the nature of Debentures aggregating to rupees two hundred twenty three crore ninety three lakh twenty thousand only, to be issued by the said company.

[No. 46/2001-Stamps/F. No. 33/62/2001-ST]

R. G. CHHABRA, Under Secy

आदेश

नई दिल्ली, 15 अक्टूबर, 2001

का.आ. 2898.—अतः संयुक्त सचिव, भारत सरकार, जिन्हें विदेशी मुद्रा संरक्षण और तस्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उपधारा (1) के अन्तर्गत विशेष रूप से शक्ति प्रदान की गई है, ने उक्त उप-धारा के अधीन आदेश फाइल सं. 673/35/2001 सी-यू-एन.-VIII, दिनांक 17-8-2001 को जारी किया और यह निर्देश दिया कि श्री अजित मेहरा, निवासी द्वारा श्री इकबाल मोहन मेहरा, 29 वसंत महल, सी-रोड, चर्चगेट, मुम्बई-400020 को नजरबंद किया जाए और उन्हें केन्द्रीय कारागार मुम्बई में अभिरक्षा में रखा जाए ताकि उन्हें विदेशी मुद्रा के संवर्धन पर प्रतिकूल प्रभाव डालने वाले किसी भी तरह के कार्य करने से रोका जा सके।

2. अतः केन्द्रीय सरकार के पाम यह विश्वास करने का कारण है कि कि पूर्वोक्त व्यक्ति फरार हो गया है या स्वयं को छिपा रखा है जिससे यह आदेश निष्पादित नहीं किया जा सकता।

3 अतः अब उक्त अधिनियम की धारा 7 की उप-धारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा पूर्वोक्त व्यक्ति को यह निर्देश देती है कि वह शासकीय राजपत्र में इस आदेश के

के प्रकाशित होने के 7 दिन के भीतर पुलिस आयुक्त मुंबई के सम्मुख उपस्थित हों।

[फा.सं. 673/35/2001-सी-यू-एस-VIII]

मुनील कुमार सिंह, अवर सचिव

### ORDER

New Delhi, the 15th October, 2001

S.O. 2898.—Whereas the Joint Secretary to the Government of India, specially empowered under sub-section (1) of Section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued order F. No. 673/35/2001-Cus. VIII, dated 17-8-2001 under the said sub-section directing that Shri Brij Mehra, R/o (i) C/o Shri Iqbal Mohan Mehra, 29, Vasant Mahal, C-Road, Churchgate, Mumbai-400029 (ii) P.O. Box 21723, 203, Dubai Pearl Building, Nasser Square, Deira Dubai (UAE) be detained and kept in custody in the Central Prison, Mumbai with a view to preventing him from acting in any manner prejudicial to the augmentation of foreign exchange in future.

2. Whereas the Central Government has reasons to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed.

3. Now, therefore, in exercise of the powers conferred by Clause (b) of sub-section (1) of Section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner of Police, Mumbai within 7 days of the publication of this order in the Official Gazette.

[F.No. 673/35/2001-Cus. VIII]

S. K. SINGH, Under Secy.

आदेश

नई दिल्ली, 15 अक्टूबर, 2001

का.आ. 2899—अतः संयुक्त सचिव, भारत सरकार जिन्हें विदेशी मुद्रा संरक्षण और तस्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उपधारा (1) के अन्तर्गत विशेष रूप से शक्ति प्रदान की गई है, ने उक्त उप-धारा के अधीन आदेश फाइल सं. 673/36/2001 सी-यू-एस-VIII, दिनांक 17-8-2001 को जारी किया और यह निर्देश दिया कि श्री मनीष एन. बोर, निवासी द्वारा श्री किरण एन. बोर, 12-डी, पेटित हॉल, ताहनी हार्ट्स 66, नापियन सी रोड, मुम्बई-400006, को तजरखन्द किया जाए और उन्हें केन्द्रीय कारागार, मुम्बई में अभिरक्षा में रखा जाए ताकि उन्हें विदेशी मुद्रा के संवर्धन पर प्रतिकूल प्रभाव डालने वाले किसी भी तरह के कार्य करने से रोका जा सके।

2 अतः केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है या स्वयं को छिपा रखा है जिससे यह आदेश निष्पादित नहीं किया जा सकता।

3. अतः अब उक्त अधिनियम की धारा 7 की उप-धारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा पूर्वोक्त व्यक्ति को यह निर्देश देती है कि वह शासकीय राजपत्र में इस आदेश के प्रकाशित होने के 7 दिन के भीतर पुलिस आयुक्त, मुम्बई के समक्ष उपस्थित हों।

[फा.सं. 673/36/2001-सी-यू-एस-VIII]

मुनील कुमार सिंह, अवर सचिव

### ORDER

New Delhi, the 15th October, 2001

S.O. 2899.—Whereas the Joint Secretary to the Government of India, specially empowered under sub-section (1) of Section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued order F. No. 673/36/2001-Cus. VIII, dated 17-8-2001 under the said sub-section directing that Shri Manish N. Vora, R/o (i) C/o Shri Kiran N. Vora, 12D, Petit Hall, Tahnee Heights, 66, Napean Sea Road, Mumbai-400 006 (ii) P.O. Box 17845, Javel Ali, Dubai, U.A.E. be detained and kept in custody in the Central Prison, Mumbai with a view to preventing him from acting in any manner prejudicial to the augmentation of foreign exchange in future.

2. Whereas the Central Government has reasons to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed.

3. Now, therefore, in exercise of the powers conferred by Clause (b) of sub-section (1) of Section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner of Police, Mumbai within 7 days of the publication of this order in the Official Gazette.

[F. No. 673/36/2001-Cus. VIII]

S. K. SINGH, Under Secy.

आदेश

नई दिल्ली, 15 अक्टूबर, 2001

का.आ. 2900—अतः संयुक्त सचिव, भारत सरकार जिन्हें विदेशी मुद्रा संरक्षण और तस्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उपधारा (1) के अन्तर्गत विशेष रूप से शक्ति प्रदान की गई है, ने उक्त उप-धारा के अधीन आदेश फाइल सं. 673/37/2001-सी-यू-एस-VIII दिनांक 29-8-2001 को जारी किया और यह निर्देश दिया कि श्री द्वियेश डी. गांधी, निवासी नं. ए-9, सरदार पटेल सी.एच.एम., नेहरू रोड, विले पार्ले (पूर्व), मुम्बई-400057, को तजरखन्द किया जाए और उन्हें केन्द्रीय कारागार मुम्बई, में अभिरक्षा में रखा जाए ताकि उन्हें विदेशी मुद्रा के संवर्धन पर प्रतिकूल प्रभाव डालने वाले किसी भी तरह के कार्य करने से रोका जा सके।

2. अतः केन्द्रीय सरकार के पास यह निश्चय करने का अधिकार है कि पूर्वोक्त अधिनियम के अन्तर्गत यह व्यक्ति को यह निर्देश देती है कि वह भारतीय राजपत्र में इस आदेश के प्रकाशित होने के 7 दिनों के भीतर पुलिस आयुक्त, मुंबई के सम्मुख उपस्थित हो।

[फा.स. 673/37/2001-सी.यू.एस-VIII]

सुनील कुमार सिंह, अवर सचिव

### ORDER

New Delhi, the 15th October, 2001

S.O. 2900.—Whereas the Joint Secretary to the Government of India, specially empowered under sub-section (1) of Section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued order F. No. 673/37/2001-Cus. VIII, dated 29-8-2001 under the said sub-section directing that Shri Divyanshu D. Gandhi, R/o No. A-9, Sardar Patel CHS, Nehru Road, Ville Parle (East), Mumbai-400 057 be detained and kept in custody in the Central Prison, Mumbai with a view to preventing him from acting in any manner prejudicial to the augmentation of foreign exchange in future.

2. Whereas the Central Government has reasons to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed.

3. Now, therefore, in exercise of the powers conferred by Clause (b) of sub-section (1) of Section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner of Police, Mumbai within 7 days of the publication of this order in the Official Gazette.

[F. No. 673/37/2001-Cus. VIII]

S. K. SINGH, Under Secy.

(आर्थिक कार्य विभाग)

(जीला प्रकाश)

नई दिल्ली, 1 अक्टूबर, 2001

क्र.सं. 2901.—केन्द्रीय सरकार बीस दिसम्बर 1999 एवं सितम्बर 1999 अधिनियम, 1999 (1999 का 41) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्री आर.डी. शर्मा को उक्त प्राधिकरण के पूर्वोक्त सदस्य के रूप में रु. 22400-24500 के वेतनमान पर 62 वर्ष की उम्र प्राप्त होने तक यानि 21-6-2003 तक तत्काल प्रभाव के अन्तर्गत नियुक्त करती है।

[फा.स. 8/1/2001-बीसा-VI]

आर. रंगनाथ, निदेशक

(Department of Economic Affairs)  
(Insurance Division)

New Delhi, the 1st October, 2001

S.O. 2901.—In exercise of the powers conferred by Section 4 of the Insurance Regulatory and Development Authority Act, 1999 (41 of 1999) the Central Government hereby appoints Shri R. C. Sharma as Whole-time Member of the said authority in the pay scale of Rs. 22400-24500 with immediate effect till he attains the age of 62 years i.e. up to 21-6-2003.

[F. No. 8/1/2001-Ins. VI]

R. RENGANATH, Director

नई दिल्ली, 15 अक्टूबर, 2001

क्र.सं. 2902.—केन्द्रीय सरकार राजभाषा संघ के शासकीय प्रयोजनों के लिए प्रयोग नियमावली, 1976 के नियम 10 के अन्तर्गत (4) के अन्तर्गत मंत्रालय आर्थिक कार्य विभाग के प्रशासनिक विभाग में स्थित निम्नलिखित कार्यालयों, जिनके 80 प्रतिशत से अधिक कार्यभार निम्नलिखित हैं, को नियुक्त करने के लिए प्रत्येक कार्यभार को अधिसूचित करती है:—

I. संयोजक : आर.डी. शर्मा, निदेशक

1. राजभाषा संयोजक, कोलकाता (उत्तरांचल)।
2. आर.डी. शर्मा, निदेशक, आर.डी. शर्मा कोड-4223, (राजस्थान)।
3. शाखा कार्यालय, जयपुर।

II. कंपनी का नाम : दि.न्यू इंडिया एश्योरेस कंपनी लिमिटेड

1. मंडल कार्यालय-121500
2. डीएवी शाखा कार्यालय, जयपुर।
3. शाखा कार्यालय, 350607, अजमेर।
4. शाखा कार्यालय, 351905, मेहसपुर।
5. शाखा कार्यालय-351901, होशियारपुर।
6. शाखा कार्यालय-351605, मण्डी गुरदासपुर।
7. शाखा कार्यालय-352701, राजपुर।
8. शाखा कार्यालय-353803, कानपुर।
9. मंडल कार्यालय-2, 352800, अजमेर।
10. शाखा कार्यालय-3514001, गिर्वाला।
11. शाखा कार्यालय-350602, मानसा।
12. मंडल कार्यालय-350104, जयपुर।
13. शाखा कार्यालय-351601, फाजिल्हा।
14. शाखा कार्यालय-351604, कंठपुर।
15. शाखा कार्यालय-350601, भटिन्डा।
16. शाखा कार्यालय-352802, जालंधर।
17. शाखा कार्यालय, सेक्टर-35, चण्डीगढ़।

18. शाखा कार्यालय, सेक्टर-22, चण्डीगढ़।
19. शाखा कार्यालय, कालका।
20. शाखा कार्यालय, माण्डी, रोविन्द गढ़।
21. मंडल कार्यालय-1, लुधियाना।
22. शाखा कार्यालय-350603, मलोट।
23. शाखा कार्यालय-350606, रामपुराफुल।
- III. कंपनी का नाम : नेशनल इंडियोरेंस कंपनी लिमिटेड
1. शाखा कार्यालय, समरना।
2. शाखा कार्यालय-2, निक मार्ग  
मजदीक सीमा क्षेत्र,  
लुधियाना।
3. शाखा कार्यालय, भुवनेश्वर।
4. शाखा कार्यालय, जी.टी. रोड,  
फगवाड़ा।
5. शाखा कार्यालय, जैन स्कूल स्ट्रीट,  
मानस-151505
6. मंडल कार्यालय-1,  
बी.एम. सी. चौक,  
जालंधर।
7. डी.ए. बी.-2, कर्मचारी,  
20-जी.टी. रोड,  
जालंधर।
8. शाखा कार्यालय, नामा।
9. शाखा कार्यालय, समराला।
10. डायरेक्ट एजेंट शाखा-1, जालंधर।
11. शाखा कार्यालय, छेहरटा।
12. डायरेक्ट एजेंट शाखा कार्यालय,  
कोचर मार्केट, लुधियाना।
13. डायरेक्ट एजेंट शाखा, चण्डीगढ़।
14. मंडल कार्यालय-1,  
103-जारेस रोड, भुवनेश्वर।
15. शाखा कार्यालय-8, केसरगंज,  
लुधियाना।
16. शाखा कार्यालय-7, मुम्बई।
17. प्रत्यक्ष अधिकर्ता शाखा,  
8-एम., कनाट सर्कस, नई दिल्ली।
18. मंडल कार्यालय-26,  
23/23-बी., एमका हाउस, अंशली रोड,  
वसिष्ठमंज, नई दिल्ली-110002।
19. जालंधर-डी.ए.बी.-2 कर्मचारी,  
20-जी.टी. रोड, जालंधर।
20. नामा शाखा कार्यालय, नामा।
21. शाखा कार्यालय, समरना।
22. प्रत्यक्ष एजेंट शाखा कार्यालय,  
कोचर मार्केट, लुधियाना।
23. प्रत्यक्ष एजेंट शाखा, चण्डीगढ़।
24. मंडल कार्यालय-1, 103-जारेस रोड, भुवनेश्वर।
25. लुधियाना शाखा कार्यालय-8,  
केसरगंज, लुधियाना।
26. प्रत्यक्ष एजेंट शाखा-1, लुधियाना।
27. शाखा कार्यालय, छेहरटा।
28. भटिंडा मंडल कार्यालय, भटिंडा।
29. मंडल कार्यालय-1, भटिंडा।
30. मंडल कार्यालय-1, बी. एम. सी. चौक,  
जालंधर।
31. मानसा शाखा कार्यालय, मानसा।
32. भुवनेश्वर शाखा कार्यालय-4  
टेलीफोन एक्सचेंज, भुवनेश्वर।
33. जालंधर शाखा कार्यालय-3, जालंधर।
34. जालंधर शाखा कार्यालय-4  
पटेल चौक, जालंधर सिटी।
35. मुकेरिया शाखा कार्यालय, मुकेरिया।
36. जगरांव शाखा कार्यालय, लाजपतगंज रोड,  
जगरांव, जिला लुधियाना।
37. गोरख शाखा कार्यालय-1,  
शाही बिल्डिंग, सिनेमा रोड,  
गोरखपुर (उत्तर प्रदेश)।
38. दिल्ली क्षेत्रीय कार्यालय-2,  
ग्रंथेवाला, एक्सटेंशन,  
नई दिल्ली-110055.
4. कंपनी का नाम : यूनाईटेड इंडिया इंडियोरेंस कंपनी लिमिटेड
1. प्राथमिक कार्यालय-2,  
पांचवीं मंजिल, कैलाश बिल्डिंग, कनाट प्लेस  
कस्तूरबा गांधी मार्ग,  
नई दिल्ली-100001
5. कंपनी का नाम : भारतीय यूनिट ट्रस्ट
1. शाखा कार्यालय,  
जीवन प्रकाश, सी. ब्लाक, ग्राउंड फ्लोर,  
संजय प्लेस, महात्मा गांधी मार्ग,  
आगस्त-28/2002
2. शाखा कार्यालय, द्वितीय तल, 59/8, शाकपुत्र रोड,  
देहरादून-248001
3. शाखा कार्यालय, बी. 614-617,  
नेहरू ग्राउंड, एन.आई.टी.,  
(फायर ब्रिगेड कार्यालय के पीछे)  
फरीदाबाद-121001

- 4 शाखा कार्यालय,  
रीजेसी प्लाजा, 5-पार्क रोड,  
लखनऊ-226001
- 5 मुख्य शाखा कार्यालय,  
तृतीय तथा चतुर्थ तल,  
डेवी तेज, 8/बी बहादुरशाह जफर मार्ग,  
नई दिल्ली-110002
- 6 शाखा कार्यालय,  
फ्लैट नं.-401, 402-मुकेश अपार्टमेंट,  
फिगस्क एस्टेट, होटल गील के पास,  
शिमला-171001
- 7 शाखा कार्यालय,  
41 नवयुग मार्केट, मिहानी गेट के समीप,  
गाजियाबाद-201001
- 8 शाखा कार्यालय,  
यूनाटेड टावर्स, तृतीय तल,  
53-लीडर रोड,  
इलाहाबाद-211003
- 9 शाखा कार्यालय,  
ग्रान्ध भवन, तृतीय तल,  
ससार चद्र रोड,  
जयपुर-302001
- 10 शाखा कार्यालय,  
मिनर्वा सेक्टर प्रथम तल,  
स्टेशन रोड,  
जोधपुर-342001
- 11 शाखा कार्यालय,  
16/7 ई, मिडिल लाइन्स,  
कानपुर।
- 12 शाखा कार्यालय,  
प्रथम मजिल, डी 58/2 ए -1,  
भवानी मार्केट रथयात्रा,  
वागणसी-221001
- 13 शाखा कार्यालय,  
प्रथम मजिल, गंगा यमुना कामर्शियल कॉम्प्लेक्स,  
प्लॉट नं 202, महाराणा प्रताप नगर, अक्षल-1,  
स्कीम-13, हबीब गज, भोपाल-462001
- 14 शाखा कार्यालय,  
सिटी सेक्टर दूसरी मजिल, 570-एम जी रोड,  
इन्दौर-452001
- 15 शाखा कार्यालय,  
भूतल तथा पाँचवी मजिल,  
जीवन दीप बिल्डिंग, एक्जीक्यूशन रोड,  
पटना-800001

- 16 पश्चिमी प्रांचलिक कार्यालय,  
यू टी आई टॉवर, चौथी मजिल,  
जी एन ब्लॉक, बान्द्रा कुर्ला कॉम्प्लेक्स,  
बान्द्रा (पूर्व), मुम्बई-400051

[संख्या-11013/12/2000-हि का.क.]

एस सोन्दर राजन, अवर सचिव

New Delhi, the 15th October, 2001

S O. 2902.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (use for Official purpose of the Union) Rule, 1976, the Central Government hereby notifies the following offices, under the Administrative control of Ministry of Finance, Department of Economic Affairs, where of more than 80 per cent of staff have acquired working knowledge of Hindi

I Name of Company : Life Insurance Corporation of India

- (1) Branch Office, Lohaghat (Uttaranchal)
- (2) Branch Office Bhinder, Branch Code-1223 (Rajasthan)
- (3) Branch Office, Khajuraho

II. Name of the Company : The New India Assurance Company Limited

- (1) Divisional Office-121500
- (2) D A V Branch Office, Jaipur
- (3) Branch Office-350607, Abhohar
- (4) Branch Office-351905, Mehatpur
- (5) Branch Office-351901, Hoshiarpur
- (6) Branch Office-351605, Mandi Gurdaspur
- (7) Branch Office-352701, Rajpura
- (8) Branch Office-352803, Phagwara
- (9) Divisional Office-II-352800, Jullandhar
- (10) Branch Office-351401, Shimla
- (11) Branch Office-350602, Mansa
- (12) Branch Office-350104, Chandigarh
- (13) Branch Office-351601, Pathankot
- (14) Branch Office-351604, Kanthua
- (15) Branch Office-350601, Bhatinda
- (16) Branch Office-352802, Jullandhar
- (17) Branch Office Sector-35, Chandigarh
- (18) Branch Office, Sector-22, Chandigarh
- (19) Branch Office, Kalka
- (20) Branch Office, Mandi, Gobindgarh
- (21) Divisional Office-1, Ludhiana
- (22) Branch Office-350603, Malot
- (23) Branch Office-350606, Rampurafull

III. Name of the Company : National Insurance Company Limited

- (1) Branch Office, Samana



- |  |   |
|--|---|
| (2) Branch Office-II, Link Marg<br>Near Cheema Chowk<br>Ludhiana.                                    | (24) Divisional Office-I<br>103 Lawrence Road<br>Amritsar.                        |
| (3) Branch Office, Muktsar   | (25) Ludhiana Branch Office-8<br>Kesar Ganj,<br>Ludhiana.                         |
| (4) Branch Office, G.T. Road<br>Phagwara.  | (26) Direct Agent Branch-I<br>Jullander.  |
| (5) Branch Office, Jain School Street<br>Mansa-151505  | (27) Branch Office,<br>Cherata.   |
| (6) Divisional Office-I<br>B.M.C. Chowk<br>Jullandhar.   | (28) Bhatinda Divisional Office<br>Bhatinda.                                      |
| (7) D.A.V.-II Office<br>20-G.T. Road<br>Jullandhar.  | (29) Divisional Office-I<br>Bhatinda.   |
| (8) Branch Office<br>Navha.  | (30) Divisional Office-I<br>B.M.C. Chowk<br>Jullander City.                       |
| (9) Branch Office<br>Samrala.  | (31) Mansa Branch Office,<br>Manasal.   |
| (10) Direct Agent Branch-I,<br>Jullander.  | (32) Amritsar Branch Office-IV,<br>Telephone Exchange<br>Amritsar.                |
| (11) Branch Office,<br>Chhehrata.  | (33) Jullander Branch Office-III<br>Jullander.                                    |
| (12) Direct Agent Branch Office<br>Kocher Market<br>Ludhiana.  | (34) Jullander Branch Office-IV<br>Patel Chowk,<br>Jullander City.                |
| (13) Direct Agent Branch<br>Chandigarh.  | (35) Mukeria Branch Office<br>Mukeria.  |
| (14) Divisional Office-1<br>103-Lawrence Road<br>Amritsar.   | (36) Jagrown Branch Office<br>Lajpatrai Road<br>Jagrown<br>District Ludhiana.     |
| (15) Branch Office-8<br>Kesar Ganj<br>Ludhiana.  | (37) Gorekh Branch Office-1<br>Shaie Building,<br>Cinema Road<br>Gorakhpur (U.P.) |
| (16) Branch Office-7<br>Mumbai.  | (38) Delhi Regional Office-II<br>Jhendawalan Extension<br>New Delhi-110055.       |
| (17) Direct Agent Branch<br>8-M, Cannought Circus<br>New Delhi.                                      |   |
| (18) Divisional Office-26<br>23/23-B, Amca House,<br>Ansari Road<br>Darya Ganj,<br>New Delhi-110002. |   |
| (19) Jullander D.A.V.-2 Office<br>20-G.T. Road<br>Jullander.   |   |
| (20) Nava Branch Office<br>Nava.   |   |
| (21) Branch Office,<br>Samrala.  |   |
| (22) Direct Agent Branch Office<br>Kocher Market<br>Ludhiana.  |   |
| (23) Direct Agent Branch<br>Chandigarh.  |   |

IV. Name of the Company : United India Insurance Company Ltd.

- (1) Regional Office-2,  
5th floor, Kailash Building  
(Cannought Place)  
Kasturba Gandhi Marg,  
New Delhi-110001.

V. Name of the Company : Unit Trust of India

- (1) Branch Office  
Jeewan Parkash,  
C-Block, Ground Floor  
Saniay Palace,  
M.G. Road  
Agra-282002.
- (2) Branch Office  
2nd Floor,  
59/3-Rajpur Road,  
Dehradun-248001.

- (3) Branch Office  
B-614-617, Nehru Ground, N.I.T.  
(Behind Fire Brigade Office)  
Faridabad-121001.
- (4) Branch Office  
Regency Plaza,  
5-Park Road  
Lucknow-226001.
- (5) Main Branch Office  
3rd and 4th Floor,  
Deli Tej  
8/B, Bahadurshah Zafar Marg  
New Delhi-110002.
- (6) Branch Office  
Flat No. 401,402,  
Mukesh Appartment,  
Fingus Estate,  
Near Hotel Sheel  
Shimla-171001.
- (7) Branch Office  
41-Navyug Market,  
Near Singhanl Gate  
Ghaziabad-201001.
- (8) Branch Office  
United Towers, 3rd Floor  
53-Leader Road  
Allahabad-211003.
- (9) Branch Office  
Anand Bhawan, 3rd Floor  
Sansar Chandra Road  
Jaipur-302001.
- (10) Branch Office  
Menerva Centre, 1st Floor  
Station Road  
Jodhpur-342001.
- (11) Branch Office  
16/7-E, Civil Lines  
Kanpur-208001.
- (12) Branch Office  
1st Floor, D-58/2A-1,  
Bhawani Market Rath Yatra  
Varansi-221001.
- (13) Branch Office  
1st Floor, Ganga Yamuna,  
Commercial Complex,  
Plot No. 202, Maharana Partap Nagar,  
Anchal-1,  
Scheem-13, Habib Ganj  
Bhopal-462001.
- (14) Branch Office  
City-Centre, 2nd Floor,  
570 M.G. Road  
Indor-452001
- (15) Branch Office  
Ground & 5th Floor  
Jeevandeep Building  
Excursion Road  
Patna-800001.
- (16) Zonal Office  
UTI Tower, 4th Floor  
G.N. Block,  
Bandra Kurla Complex,

Bandra (East),  
Mumbai-400051.

[No. 11013/12/2000-H.I.C.]

S. SOUNDER RAJAN, Under Secy.

वाणिज्य और उद्योग मंत्रालय

(वाणिज्य विभाग)

नई दिल्ली, 11 अक्टूबर, 2001

का.आ. 2903.— केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, वाणिज्य मंत्रालय की अधिसूचना सं. का.आ. 3975 तारीख 20 दिसम्बर, 1965 की संलग्न अनुसूची में विनिर्दिष्ट खनिज तथा अयस्क ग्रुप I अर्थात् लौह अयस्क का निर्यात से पूर्व निरीक्षण करने के लिए प्रीमियर एनालायटिक लेबोरेटरीज, हौस्पेट, जिपका रजिस्ट्रीकृत कार्यालय, 7 एम.आर.के. बिल्डिंग, निकट अनदावली हॉस्पिटल, कालेज रोड, हौस्पेट-583201 में स्थित है, को इस अधिसूचना के प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए निम्नलिखित शर्तों के अधीन एक अभिकरण के रूप में मान्यता प्रदान करती है, अर्थात् :—

- (i) प्रीमियर एनालायटिक लेबोरेटरीज, हौस्पेट, निर्यात निरीक्षण परिषद द्वारा इस संबंध में नामित अधिकाधिकारियों को अपने द्वारा अपनाई गई निरीक्षण पद्धति की जांच करने के लिए पर्याप्त सुविधाएं देगा जिसे कि खनिज और अयस्क ग्रुप I के निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के अंतर्गत निरीक्षण प्रमाण पत्र दिया जा सके;
- (ii) प्रीमियर एनालायटिक लेबोरेटरीज, हौस्पेट इस अधिसूचना के अधीन अपने कृत्यों के अनुपालन में ऐसे निदेशों द्वारा आवद्ध होगा जो निदेशक (निरीक्षण और क्वालिटी नियंत्रण) समय-समय पर लिखित में दें।

[फा.सं. 5/14/2001—ई.आई.एड ई.पी.]

राज सिंह, उपसचिव

MINISTRY OF COMMERCE AND INDUSTRY

(Department of Commerce)

New Delhi, the 11th October, 2001

S.O. 2903.—In exercise of the powers conferred by sub-section (1) of section 7 of the Export (Quality Control and Inspection) Act 1963 (22 of 1963), the Central Government hereby recognises for a period of three years from the date of publication of this notification Premier Analytical Laboratories Hospet having its registered Office at 7, MRK Building Near Anadavali Hospital College, Road, Hospet-583201, as an agency

for the inspection of minerals and Ores Group-I namely Iron Ore, specified in the Schedule annexed to the Ministry of Commerce Notification number S.O. 3975 dated 20th December, 1965, prior to export, subject to the following condition, namely :—

- (i) that Premier Analytical Laboratories Hospital, shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the certificate of inspection under rule 4 of the Export of Minerals and Ores Group-I (Inspection) Rules, 1965.
- (ii) that Premier Analytical Laboratories Hospital in the performance of their function under this notification shall be bound by such directives as the Directors (Inspection and Quality Control) may give in writing from time to time.

[File No. 5/14/2001-EI&EP]  
RAJ SINGH, Dy. Secy.

शहरी विकास और गरीबी उपशमन मंत्रालय

(दिल्ली प्रभाग)

नई दिल्ली, 15 अक्टूबर, 2001

का.आ. 2904-दिल्ली विकास अधिनियम, 1957 (1957 का 61) के खंड 3 के उपखंड 3 की धारा (छ) के साथ पठित उप खंड (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा भारत सरकार स्वास्थ्य मंत्रालय की सं. 12-173/57-एल एस जी दिनांक 30-12-1957 की अधिसूचना में निम्नलिखित संशोधन करती है, नामतः :

“मद सं. 10-क में, प्रविष्टि “श्री के. टी. गुरुमुखी, अवर मुख्य नियोजक” के बदले निम्नलिखित प्रविष्टि प्रतिस्थापित की जाएगी, नामतः “श्री के. टी. गुरुमुखी, मुख्य नियोजक नगर तथा ग्राम नियोजन संगठन”।

[सं. के-11011/20/97-डी डी ए-1]  
बी. के. मिश्रा, अवर सचिव

MINISTRY OF URBAN DEVELOPMENT AND  
POVERTY ALLEVIATION

(Delhi Division)

New Delhi, the 15th October, 2001

S.O. 2904.—In exercise of the powers conferred by Sub-section (1), read with clause (g) of Sub-section (3) of Section 3 of the Delhi Development Act, 1957 (61 of 1957), the Central Government hereby makes the following amendments in the notification of the Government of India, Ministry of Health No. 12-173/57-LSG dated 30-12-1957, namely :

“In Item No. 10(A), for the entry “Shri K. T. Gurumukhi, Additional Chief Planner”,

the following entry shall be substituted, namely, “Shri K. T. Gurumukhi, Chief Planner, Town & Country Planning Organization”.

[No. K-11011/20/97-DDIA]

V. K. MISRA, Under Secy.

विद्युत मंत्रालय

नई दिल्ली, 5 अक्टूबर, 2001

का. आ. 2905—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10(4) के अनुसरण में विद्युत मंत्रालय के प्रशासनिक नियंत्रणाधीन सार्वजनिक क्षेत्र उपक्रमों के निम्नलिखित कार्यालयों को, जिनके 80 प्रतिशत कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है :—

1. फिरोज गांधी ऊंचाहार थर्मल पावर प्रोजेक्ट,  
पोस्ट ऑफिस : ऊंचाहार  
जिला रायबरेली-229406,  
उत्तर प्रदेश
2. ओरैया गैस पावर स्टेशन,  
पोस्ट ऑफिस : दिबियापुर  
जिला ओरैया-206244  
उत्तर प्रदेश
3. एनटीपीसी पूर्वी क्षेत्र मुख्यालय,  
पटना, अलंकार प्लेस,  
दूसरी मंजिल, बोरिंग रोड,  
पटना-800001 (बिहार)

[सं. 11017/2/94-हिन्दी]

अजय शंकर, संयुक्त सचिव

MINISTRY OF POWER

New Delhi, the 5th October, 2001

S.O. 2905.—In pursuance of Sub Rule (4) of Rule 10 of the Official Language (use for official purposes of the Union) Rules, 1976 the Central Government hereby notifies the following offices of the Public Section Undertaking under the administrative control of the Ministry of Power, the staff whereof have acquired 80 per cent working knowledge of Hindi :—

1. Feroze Gandhi Unchahar Thermal Power Project,  
Post Office : Unchahar,  
Distt. Raibareilly-229406,  
Uttar Pradesh.
2. Auraiya Gas Power Station,  
Post Office : Dibiyapur,  
Distt. Auraiya-206244,  
Uttar Pradesh.
3. NTPC Eastern Region Headquarter,  
Patna, Alankar Place, Second Floor,  
Boring Road,  
Patna-800001 (Bihar).

[No. 11017/2/94-Hindi]

AJAY SHANKAR, Jt. Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय  
(खाद्य और सार्वजनिक वितरण विभाग)  
नई दिल्ली, 16 अक्टूबर, 2001

2 Central Warehousing Corporation,  
Regional Office,  
Tilak Marg, Udyog Bhawan,  
Jaipur (Rajasthan).

[No. E-11011/1/2001-Hindi]  
RAJNI RAZDAN, Jt. Secy.

का.प्रा. 2906—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में उपभोक्ता मामले, खाद्य, और सार्वजनिक वितरण मंत्रालय (खाद्य और सार्वजनिक वितरण विभाग) के प्रशासनिक नियंत्रणाधीन केन्द्रीय भंडारण नियम के निम्नलिखित कार्यालयों, जिनके 80 प्रतिशत से अधिक कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है :—

- |   |  |
|---|--|
| 1. केन्द्रीय भंडारण नियम,<br>क्षेत्रीय कार्यालय,<br>एस.सी.ओ.नं. 19,<br>सेक्टर-16,<br>पंचकुला-134109 (हरियाणा) | 2. केन्द्रीय भंडारण नियम,<br>क्षेत्रीय कार्यालय,<br>तिलक मार्ग, उद्योग<br>भवन,<br>(जयपुर राजस्थान) |
|---|--|

[संख्या . ई-11011/1/2001-हिन्दी]  
रजनी राजदान, संयुक्त सचिव,

#### MINISTRY OF CONSUMER AFFAIRS, FOOD & PUBLIC DISTRIBUTION

(Department of Food & Public Distribution)

New Delhi, the 16th October, 2001

S.O. 2906.—In pursuance of Sub-rule (4) of Rule 10 of the Official Language (use for official purpose of the Union) Rules, 1976 the Central Government hereby notifies the following offices of Central Warehousing Corporation under the administrative control of the Ministry of Consumer Affairs, Food & Public Distribution (Deptt. Of Food & Public Distribution), whereof more than 80 per cent of staff have acquired the working knowledge of Hindi:

1. Central Warehousing Corporation,  
Regional Office,  
S.C.O. 19, Sector-16,  
Panchkula-134109 (Haryana).

पोत परिवहन मंत्रालय

नई दिल्ली, 19 अक्टूबर, 2001

का.प्रा. 2907—भारत सरकार, निम्नलिखित कार्यालय को, जहाँ 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है और जो इस मंत्रालय के प्रशासनिक नियंत्रण में हैं, राजभाषा (संघ के सरकारी उद्देश्य के लिए प्रयोग) नियमावली, 1976 के नियम 10 के उपनियम (4) के तहत, अधिसूचित करती है :—

भारतीय अन्तर्वेशीय जलमार्ग प्राधिकरण,  
क्षेत्रीय कार्यालय, इलाहाबाद

[फा. सं. ई-11011/1/17/2001-हिन्दी]  
एम. रामचन्द्रन, संयुक्त सचिव

#### MINISTRY OF SHIPPING

New Delhi, the 19th October, 2001

S.O. 2907.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (use for the official purpose of the Union) Rules 1976, the Government of India hereby notifies the following office under the administrative control of the Ministry of Shipping where more than 80% of staff have acquired working knowledge in Hindi :—

INLAND WATERWAYS AUTHORITY OF INDIA,  
REGIONAL OFFICE, ALLAHABAD

[F. No. E-11011/17/2001-HINDI]  
M. RAMACHANDRAN, Jt. Secy.

इस्पात मंत्रालय

नई दिल्ली, 16 अक्टूबर, 2001

का.प्रा. 2908.—सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेवखली) अधिनियम, 1971 (1971 का 40) की धारा-3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और दिनांक 2 अगस्त, 1997 के का.प्रा.सं. 1891 के तहत भारत सरकार की अधिसूचना का अधिकरण करते हुए केन्द्र सरकार नीचे दी गई सारणी के स्तम्भ 1 में वर्णित अधिकारों को जो भारत सरकार के राजपत्रित अधिकारी के पद के समतुल्य अधिकारी हैं, उक्त अधिनियम के प्रयोजनों के लिए संपदा अधिकारी नियुक्त करती है, जो अब

उक्त सारणी के स्तम्भ 2 में विनिर्दिष्ट सरकारी स्थानों के बारे में अपने अधिकारों की स्वामीय सीमाओं के अंतर्गत उन्हें अधिनियम द्वारा या उसके अधीन सम्पदा अधिकारी की प्रवृत्त शक्तियों का प्रयोग और अधिरोपित कर्तव्यों का पालन करेगा, नामतः

### सारणी

अधिकारी का पदनाम	सरकारी परिसर की श्रेणियों और क्षेत्राधिकार की स्थानीय सीमाएं
1	2
1. मुख्य प्रबंधक (कामिक और प्रशासन) रांची रोड रिफ़ैक्ट्रीज संयंत्र, हजारीबाग (झारखंड)	भारत रिफ़ैक्ट्रीज लि./रांची रोड रिफ़ैक्ट्रीज संयंत्र के डाक-मरार, जिला-हजारीबाग (झारखंड) में स्थित अथवा पट्टे पर लिए गए और उनके प्रशासनिक नियंत्रण में सभी परिसर।
2. मुख्य प्रबंधक (कामिक और प्रशासन) इफिको, मरार, डाक-मरार, जिला-हजारीबाग (झारखंड)	भारत रिफ़ैक्ट्रीज लि./इफिको रिफ़ैक्ट्रीज संयंत्र के मरार, डाक-मरार, जिला-हजारीबाग (झारखंड) में स्थित अथवा पट्टे पर लिए गए और उनके प्रशासनिक नियंत्रणाधीन परिसर।
3. मुख्य प्रबंधक (कामिक और प्रशासन) भंडारीदह रिफ़ैक्ट्रीज संयंत्र, भंडारीदह, बोकारो (झारखंड)	भारत रिफ़ैक्ट्रीज लि./भंडारीदह रिफ़ैक्ट्रीज संयंत्र के डाक-भंडारीदह, जिला-बोकारो (झारखंड) में स्थित उनके पट्टे पर दिए गए अथवा उनके द्वारा पट्टे पर लिए गए और उनके प्रशासनिक नियंत्रणाधीन परिसर।
4. मुख्य प्रबंधक (कामिक और प्रशासन) भिलाई रिफ़ैक्ट्रीज संयंत्र, डाक-सिविक सेंटर, भिलाई जिला-दुर्ग (छत्तीसगढ़)	भारत रिफ़ैक्ट्रीज लि./भिलाई रिफ़ैक्ट्रीज संयंत्र के डाक-सिविक सेंटर, भिलाई, जिला-दुर्ग (छत्तीसगढ़) में स्थित उनके पट्टे पर दिए गए अथवा उनके द्वारा पट्टे पर लिए गए और उनके प्रशासनिक नियंत्रणाधीन परिसर।
5. उप महाप्रबंधक (कामिक और प्रशासन) निगमित कार्यालय, बोकारो स्टील सिटी, बोकारो (झारखंड)	भारत रिफ़ैक्ट्रीज लि. के इंदिरा गांधी मार्ग सेक्टर-4, बोकारो स्टील सिटी-827004 जिला-बोकारो (झारखंड) स्थित उनके पट्टे पर दिए गए अथवा उनके द्वारा पट्टे पर लिए गए और उनके प्रशासनिक नियंत्रणाधीन परिसर।

[सं. 5(21)/96-एचएसएम]

नारायण दास, प्रवर सचिव

### MINISTRY OF STEEL

New Delhi, the 16th October, 2001

S.O. 2908.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971) and in supersession of notification of the Government of India vide S.O. No. 1891 of 2nd August, 1997 the Central Government hereby appoints the officers mentioned in column 1 of the Table below, being officers equivalent in rank to a gazetted officer of Government, to be estate officers for the purpose of the said Act, who shall exercise the powers conferred and perform the duties imposed on the estate officer by or

under the said Act, within the local limit of their jurisdiction in respect of the categories of public premises specified in column 2 of the said Table, namely:—

TABLE

Designation of the Officer	Categories of public premises and limit of jurisdiction
1	2
1. Chief Manager (Personnel and Administration) Ranchi Road Refractories Plant, Hazariabagh (Jharkhand)	All premises belonging to, or taken on lease by, and under the administrative control of, the Bharat Refractory Limited/ Ranchi Road Refractory Plant at P.O. Marar, District Hazariabagh (Jharkhand).
2. Chief Manager (Personnel and Administration) IFICO, Marar, P.O. Marar, District Hazariabagh (Jharkhand)	Premises belonging to, leased or taken on lease by and under the administrative control of the Bharat Refractory Limited/ IFICO Refractories Plant at Marar, P.O. Marar, District Hazariabagh (Jharkhand).
3. Chief Manager (Personnel and Administration) Bhandaridah Refractories Plant, Bhandaridah, Bokaro, (Jharkhand)	Premises belonging to, leased or taken on lease by and under the administrative control of the Bharat Refractory Limited/ Bhandaridah Refractories Plant at P.O. Bhandaridah, District Bokaro (Jharkhand).
4. Chief Manager (Personnel and Administration) Bhilai Refractories Plant, P.O. Civic Centre, Bhilai District, Durg (Chhatisgarh)	Premises belonging to leased or taken on lease by and under the administrative control of the Bharat Refractory Limited/ Bhilai Refractories Plant at P.O. Civic Centre, Bhilai District, Durg (Chhatisgarh).
5. Dy. General Manager (Personnel and Administration) Corporate Office, Bokaro Steel City, Bokaro (Jharkhand)	Premises belonging to, leased or taken on lease by and under the administrative control of the Bharat Refractory Limited at Indira Gandhi Marg, Sector-IV, Bokaro Steel City-827 004, District Durg (Jharkhand).

[No. 5(21)/96-HSM]

NARAIN DASS, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 16 अक्टूबर, 2001

का. आ. 2909.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में पेट्रोलियम और प्राकृतिक गैस मंत्रालय के प्रशासनिक नियंत्रणाधीन सार्वजनिक क्षेत्र के उपक्रम के निम्नलिखित कार्यालयों को, जिनके 80 या अधिक प्रतिशत कर्मचारी बृन्ध ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है—

बोंगाईगांव रिफाइनरी एंड पेट्रोकेमिकल्स लि

1. क्षेत्रीय सम्पर्क कार्यालय  
बोंगाईगांव रिफाइनरी एंड पेट्रोकेमिकल्स लि.  
रूबी सेन्टर, 75-सी पार्क स्ट्रीट  
कलकत्ता-700016

2. क्षेत्रीय सम्पर्क कार्यालय  
बोंगाईगांव रिफाइनरी एंड पेट्रोकेमिकल्स लि.  
छ: माहल, जयानगर रोड, डाकघर-खानापारा,  
जिला-कामरूप, गुवाहाटी-781002 (असम)

हिन्दुस्तान पेट्रोलियम कार्पोरेशन लि.

3. हिन्दुस्तान पेट्रोलियम प्रबंधकीय विकास संस्थान,  
निगड़ी  
मुंबई-पुणे महामार्ग,  
निगड़ी, पुणे-411044

गैस अथारिटी आफ इंडिया लि

4. गैस अथारिटी आफ इंडिया लि.  
46-7-18, जेटिड एवेन्यू  
दानबाईपेट, राजमंडी-533103 (आ. प्र.)
5. गैस अथारिटी आफ इंडिया लि.  
एल पी जी रिकवरी प्लांट, उत्तर-402203  
पोस्ट-मल्याण, तालुका-अलिबाग  
जिला-रायगढ़, राज्य-महाराष्ट्र

इंडियन आयल कार्पोरेशन लि. (पाइपलाइन प्रभाग)

6. सजाया-मथुरा पाइपलाइन, गौरीदह
7. सजाया-मथुरा पाइपलाइन, सेंदडा
8. सजाया-मथुरा पाइपलाइन, रामसर

9. सलाया-मथुरा पाइपलाइन, राजोला पंप स्टेशन, राजोला
10. सलाया-मथुरा पाइपलाइन, चाक्सू
11. सलाया-मथुरा पाइपलाइन, सिद्धपुर
12. सलाया-मथुरा पाइपलाइन, सुरेन्द्रनगर
13. सलाया-मथुरा पाइपलाइन, विरमगाम
14. सलाया-मथुरा पाइपलाइन, कोयाली
15. सलाया-मथुरा पाइपलाइन, वाडीनार
16. सलाया-मथुरा पाइपलाइन, पानीपत
17. कोयाली-अहमदाबाद उत्पाद पाइपलाइन, कोयाली डा. घ. जवाहरनगर, जिला वडोदरा (पिन-391320) (गुजरात राज्य)
18. कोयाली-अहमदाबाद उत्पाद पाइपलाइन, डा. घ. - न्यू रेलवे कालोनी साबरमती, जिला : अहमदाबाद (पिन-380019) (गुजरात राज्य)

[सं 11011(1)/1999-2001 (हिन्दी)]

सी. पी. सिंह, उप निदेशक (रा. भा.)

## MINISTRY OF PETROLEUM & NATURAL GAS

New Delhi, 16th October, 2001

S.O. 2909.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976. The Central Government hereby notifies the following offices of the Public Sector Undertakings under the administrative control of the Ministry of Petroleum & Natural Gas. The 80 or more per cent staff whereof have acquired working knowledge of Hindi.

### Bongaigaon Refinery & Petrochemicals Ltd.

#### 1. Regional Liaison Office

Bongaigaon Refinery & Petrochemicals Ltd.  
Rubi Centre, 75-C Park Street,  
Calcutta-700 016.

2. Regional Liaison Office  
Bongaigaon Refinery & Petrochemicals Ltd.  
6, Mile, Jayanagar Road, Post Office-  
Khanapara,  
District-Kamroop, Guwati-781002,  
(Assam).

Hindustan Petroleum Corporation Ltd.

3. Hindustan Petroleum Managerial Development  
Institute Nigdi, Mumbai-Pune Highway  
Nigdi, Pune-411 044.

Gas Authority of India Ltd.

4. Gas Authority of India Ltd.  
46-7-18, Jetty Avenue, Danvaipet  
Rajahmundry-533 103 (A.P.)

5. Gas Authority of India Ltd.  
LPG Recovery Plant, Usar-402 203  
Post : Malayan, Taluka-Alibag  
District : Rajgarh, State-Maharashtra.

Indian Oil Corporation Ltd. (Pipeline Division)

6. Salaya-Mathura Pipeline, Gauridarh
7. Salaya-Mathura Pipeline, Sendrah
8. Salaya-Mathura Pipeline, Ramsar
9. Salaya-Mathura Pipeline, Rajola Pump Station, Rajola
10. Salaya-Mathura Pipeline, Chaksu
11. Salaya-Mathura Pipeline, Siddhpur
12. Salaya-Mathura Pipeline, Surendranagar
13. Salaya-Mathura Pipeline, Viramgam
14. Salaya-Mathura Pipeline, Koyali
15. Salaya-Mathura Pipeline, Vadinar
16. Salaya-Mathura Pipeline, Panipat
17. Koyali-Ahmedabad Product Pipeline, Koyali  
PO : Jawahar Nagar, District Vadodara-391320 (Gujarat State).
18. Koyali-Ahmedabad Product Pipeline,  
PO : New Railway Colony, Sabarmati,  
Distt. Ahmedabad-380019 (Gujarat State).

[No. 11011(1)/1999-2001(Hindi)]  
C. P SINGH, Dy. Director (OL)

नई दिल्ली, 17 अक्टूबर, 2001

का.प्र. 2910.—आन्ध्रप्रदेश सरकार (राजप्री) के उन-कलक्टर को, आन्ध्र प्रदेश में गैस अयोरिंटो ऑफ इंडिया लिमिटेड के लिए पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) के अधीन सक्षम प्राधिकारी के कृत्यों का पालन करने के लिए तत्कालीन पेट्रोलियम और रसायन मंत्रालय (पेट्रोलियम और प्राकृतिक गैस विभाग) की अधिसूचना संख्यांक का.प्र. 522(अ) तारीख 30 जून, 1990 द्वारा प्राधिकृत किया गया था;

और, गैस अयोरिंटो ऑफ इंडिया लिमिटेड ने आन्ध्र प्रदेश राज्य में गैस पाइपलाइन नेटवर्क के निष्पादन के लिए उक्त अधिनियम के अधीन अतिरिक्त सक्षम प्राधिकारी को घोषणा करने के लिए अनुरोध किया है ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 2 के खंड (क) के अनुसूचि में अनुसूची के स्तंभ (2) में उल्लिखित क्षेत्रों की बाबत आन्ध्र प्रदेश राज्य में अस्तित्व में विभिन्न उपभोक्ताओं को वितरण के लिए आन्ध्र प्रदेश राज्य में प्राकृतिक गैस/द्रवीकृत पेट्रोलियम गैस के परिवहन के लिए मैसर्स गैस अथॉरिटी ऑफ इंडिया लिमिटेड द्वारा पाइपलाइन बिछाए जाने के लिए उक्त अधिनियम के अधीन सक्षम प्राधिकारी के कृत्यों का पालन करने के लिए भी नोचे दी गई अनुसूची के स्तंभ (1) में उल्लिखित व्यक्ति को प्राधिकृत करती है।

### अनुसूची

व्यक्ति का नाम और पता	अधिकारिता का क्षेत्र
1	2
के. लक्ष्मी नारायण उप-कलेक्टर, विजाग मार्फत मैसर्स गैस अथॉरिटी ऑफ इंडिया लिमिटेड, विशाखापत्तनम	संपूर्ण आन्ध्र प्रदेश राज्य

[फा. सं. एल-14014/13/01-जीपी.]

स्वामी सिंह, निदेशक

New Delhi, the 17th October, 2001

S.O.2910.—Whereas, the Dy. Collector Government of Andhra Pradesh (Rajahmundry) was authorised vide the erstwhile Ministry of Petroleum and Chemicals (Department of Petroleum and Natural Gas) notification S.O. No. 522 (E) dated June 30, 1990 to perform the functions of competent authority under the Petroleum and Minerals, Pipeline (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), for Gas Authority of India Limited in Andhra Pradesh.

And whereas, Gas Authority of India Limited has sought declaration of additional competent authority under the said Act to execute the gas pipeline network in Andhra Pradesh;

Now, therefore in pursuance of clause (a) of Section 2 of the said Act, the Central Government hereby also authorise the person mentioned in column (1) of the Schedule given below to perform the functions of the competent authority under the said Act for laying of the pipeline by M/s. Gas Authority of India Limited for transportation of Natural Gas/Liquefied Petroleum Gas in the Andhra Pradesh for distribution to various consumers located in the State of Andhra Pradesh in respect of the areas mentioned in column (2) of the said Schedule.

### SCHEDULE

Name and Address of the person/s	Area of Jurisdiction
1	2
K. Lakshminarayana Dy. Collector, Vizag, C/o M/s. Gas Authority of India Limited, Visakhapatnam.	Whole State of Andhra Pradesh

[File No. L-14014/13/01-G.P.]

SWAMI SINGH, Director



नई दिल्ली, 22 अक्टूबर, 2001

का. आ. 2911.— केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खंड (क) के अनुसरण में, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का०आ० 1515 का, जो तारीख 01 अगस्त, 1998 को प्रकाशित की गई थी, निम्नानुसार संशोधन करती है:-

2. उक्त अधिसूचना की अनुसूची के स्तंभ 1 में पैरा 1 और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित रखा जाएगा, अर्थात् :-

“श्री लोकेन्द्र पाल सिंह, डिप्टी कलेक्टर,  
(उत्तर प्रदेश सरकार से प्रतिनियुक्ति पर)।  
विशेष भूमि अर्जन अधिकारी,  
इंडियन ऑयल कॉर्पोरेशन लिमिटेड, मथुरा-जालंधर पाइपलाइन की शाखा  
पाइपलाइनें सोनीपत से मेरठ और कुरुक्षेत्र से सहारनपुर तक,  
के-33, पल्लवपुरम, फेस-II,  
मेरठ (उत्तर प्रदेश)”

[फा. सं. 31015/4/98-ओ.आर-II]

हरीश कुमार, अवर सचिव

New Delhi, the 22th October, 2001

**S. O. 2911.**— In pursuance of clause (a) of section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby amend the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 1515 published on the 1st August, 1998, as follows:-

2. In the said notification, in the Schedule, in column 1 for para 1 and entries relating thereto the following shall be substituted, namely:-

“Shri Lokendra Pal Singh, Deputy Collector (on deputation from the Government of Uttar Pradesh),  
Special Land Acquisition Officer,  
Indian Oil Corporation Limited, Sonapat to Meerut  
and Kurukshetra to Saharanpur branch pipelines of  
Mathura-Jalandhar Pipeline,  
K-33, Pallavpuram, Phase-II,  
Meerut (Uttar Pradesh)”

नई दिल्ली, 25 अक्टूबर, 2001

का. आ. 2912.—केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में मुन्द्रा पत्तन स्थित अपरिष्कृत तेल टर्मिनल (सी.ओ.टी.) से पंजाब राज्य में भटिंडा तक मुन्द्रा-भटिंडा पाइपलाइन द्वारा अपरिष्कृत तेल के परिवहन के लिए एक पाइपलाइन गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड की समनुषंगी) द्वारा बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को यह प्रतीत होता है कि उक्त पाइपलाइन बिछाने के प्रयोजन के लिए ऐसी भूमि में जिसके भीतर उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग का अधिकार अर्जित करना आवश्यक है ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार को अर्जित करने के अपने आशय की घोषणा करती है ;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, उस तारीख से, जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर उक्त भूमि के भीतर पाइपलाइन बिछाने के सम्बन्ध में लिखित रूप में, श्री ए. आर. चौधरी, सक्षम प्राधिकारी, मुन्द्रा-भटिंडा अपरिष्कृत तेल पाइपलाइन, पंजाब रिफाइनरी परियोजना, गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड की समनुषंगी), एल.पी.जी. बॉटलिंग प्लांट, हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड, भगत की कोठी, जोधपुर 342005 को आक्षेप भेज सकता है ;

### अनुसूची

तहसील : नौरा

जिला : बीकानेर

राज्य : राजस्थान

गाँव का नाम	सर्वेक्षण नं.	हिरसा क्रमांक	R.O.U. क्षेत्रफल	
			हेक्टर	एयर
1	2	3	4	
बीरमसर	378		1	23
	377		0	01
	376		0	14
	374	कार्ट ट्रैक छौला से बीरमसर	0	01
	388		0	14
	393		0	45
	394	1	0	42
	400		0	26
	399	कार्ट ट्रैक सरकारी भूमि	0	02
	398		0	74
	397		0	20

तहसील : नौखा

जिला : बीकानेर

राज्य : राजस्थान

1	2	3	4
बीरमसर (जारी)	414		0 34
	415		0 38
	416		0 27
	417		0 15
	419		0 20
	418		0 03
	462		0 47
	459		0 02
	458		0 64
	493		0 31
	454		0 28
	449		0 57
	447		0 57
	446	कार्ट ट्रैक से बीरमसर	0 03
	445		0 06
	120		0 28
	117	कार्ट ट्रैक से बीरमसर से सेवारी	0 02
	116		0 42
	115		0 75
	125		0 02
	112		0 34
	602	112	0 03
	111		0 39
	110		0 26
	92		0 25
	76		0 47
	631	76	0 06
	79		0 32
	80		0 34
	81	कार्ट ट्रैक सरकारी भूमि	0 03
	82		0 30
	83		0 01
	49		0 74
	45		0 23
	601	45	0 04
	46		0 36
भौम.मैयासर	301		0 02
	302		0 56
	298		0 05
	297		0 33
	296		0 01

तहसील : नौखा

जिला : बीकानेर

राज्य : राजस्थान

1	2	3	4
खीचियासर	273		0 97
	265		0 54
	264		0 15
	262	कार्ट ट्रैक सरकारी भूमि	0 02
	255		0 26
	251		0 40
	252		0 61
	234		0 05
	380	230	0 03
	230		0 86
	232		0 59
	220		1 14
	219		0 01
	107		0 02
	199		1 19
	374	199	0 17
	373	199	0 01
	375	108	0 03
	108		0 49
	110		0 72
	100		0 03
	101		0 21
	322	कार्ट ट्रैक तीपासर से खीचियासर सरकारी भूमि	0 02
	92		0 03
	93		0 68
	371	98	0 08
	98		0 53
	83		0 41
	398	82	0 48
	46		0 14
	570	46	0 06
	45		0 65
	569	45	0 08
	44		0 08
	28		0 47
	27	कार्ट ट्रैक खीचियासर से धूपालिया सरकारी भूमि	0 04
	24		0 30
	21		0 02
	10	कार्ट ट्रैक ढाणी से धूपालिया सरकारी भूमि	0 03
	11		0 39
	6		0 13

तहसील : नौखा

जिला : बीकानेर

राज्य : राजस्थान

1	2	3	4
धूपालिया (जागी)	97	आसफालटेड रोड धूपालिया से मुकाम सा.नि.वि.	0 03
	108		0 14
	106		0 31
	111		0 22
	105		0 46
	119		0 06
	120	कार्ट ट्रैक धूपालिया से हिमटसर सरकारी भूमि	0 01
	121		0 93
हिमटसर	1552		0 46
	1606		0 37
	1589		0 29
	1590		0 54
	1592	कार्ट ट्रैक धूपालिया से खेत सरकारी भूमि	0 02
	1594		0 03
	1813	1584	0 10
	1584		0 03
	1254		0 31
	1766	1254	0 04
	1255		0 50
	1252		0 52
	1250		0 01
	1249	कार्ट ट्रैक धूपालिया से हिमटसर सरकारी भूमि	0 01
	1247		0 28
	1248		0 05
	1182		0 25
	1175		0 18
	1174		0 01
	1183		0 44
	1173		0 02
	1172	कार्ट ट्रैक हिमटसर से धूपालिया सरकारी भूमि	0 02
	1171		0 54
	1127	कार्ट ट्रैक सरकारी भूमि	0 02
	1793	1126	0 01
	1126		0 35
	1129		0 13
	1130	कार्ट ट्रैक काकडा से दाणी सरकारी भूमि	0 02
	1133		0 17
	1136		0 30
	1142	कार्ट ट्रैक सरकारी भूमि	0 03
	1141		0 12
	1140	कार्ट ट्रैक हिमटसर से दाणी सरकारी भूमि	0 02

तहसील : नौखा

जिला : बीकानेर

राज्य : राजस्थान

1	2	3	4
हिमटसर	1826	978	0 24
(जारी)	978		0 24
	979		0 54
	985		0 04
	981		0 38
	954		0 05
	944	कार्ट ट्रैक हिमटसर से श्रोत सरकारी भूमि	0 03
	948		0 50
	947		0 01
	945		0 02
	946		0 02
	924		0 34
	927		0 22
	928	गै.सू. चौक सरकारी भूमि	0 01
	929	कार्ट ट्रैक धुपौलिया से काकडा	0 01
	931		0 04
	930		0 33
काकडा	1330		0 54
	1329		0 60
	1332		0 08
	1333		0 25
	1080		0 43
	1614	1577	0 02
	1577	1081	0 44
	1082		0 03
	1083		0 08
	1587	1083	0 05
	1084		0 19
	1087		0 03
	1089		0 43
	1092		0 07
	1071	आसफाजुडेड रोड जोगियाँ को जल्मी से काकडा स.भू.	0 02
	1070		0 45
	1555	1053	0 27
	1054		0 49
	1055		0 02
	1049		0 33
	1047		0 04
	1048		0 19
	1041		0 29
	1042		0 03

तहसील : नौखा

जिला : बीकानेर

राज्य : राजस्थान

1	2	3	4
काकडा	1016		0 52
(जारी)	1017		0 54
	745		0 01
	744		0 17
	743		0 32
	742		0 40
	773	कार्ट ट्रैक सरकारी भूमि	0 01
	1627	821	0 26
	1628	821	0 15
	822		0 26
	832		0 05
	833		0 01
	831		0 50
	830		0 51
	803		0 22
	801	स्टेट हाइवे नौखा से रतनगढ़ सा.नि.वि.	0 04
	799		0 28
	1603	798	0 06
	798		0 02
	800		0 16
	141		0 32
	140		0 03
	138		0 54
	136		0 02
उडसर	199		0 36
	160		0 32
	159		0 35
	161		0 07
	158		0 28
	157		0 04
	170		0 15
	141		0 69
	137		0 09
	136		0 76
	128		0 60
	92	कार्ट ट्रैक काकडा से उडसर सरकारी भूमि	0 04
	533	84	0 47
	85		0 04
	87		0 23
	86		0 71
	79		0 66

तहसील : नौखा

जिला : बीकानेर

राज्य : राजस्थान

1	2	3	4
उडसर (जारी)	77		0 20
	76		0 72
	71		0 01
	559	71	0 05
	73	कार्ट ट्रैक काकडा से उडसर सरकारी भूमि	0 03
	62		0 34
	64	कार्ट ट्रैक सरकारी भूमि	0 02
	65		0 05
कुरजडी	256		0 51
	255		0 09
	241	कार्ट ट्रैक सिनीयाला से उडसर सरकारी भूमि	0 01
	318	259	0 37
	258		0 01
	259		0 36
	169		0 25
	168		0 23
	170		0 20
	171		0 38
	172		0 34
	167		0 04
	111	सड़क सिनीयाला से कुरजडी सरकारी भूमि	0 02
	112	गै.मु. आबादी सरकारी भूमि	0 03
	114		0 65
	116		0 61
	146		0 02
	145		0 32
	144		0 45
	143		0 29
	348	143	0 08
	139		0 38
	140		0 25
	136		0 44
	42	कार्ट ट्रैक साजनवासी से मूअसर सरकारी भूमि	0 02
	40		0 31
	39		0 33
साजनवासी	29		0 19
	28		0 63
	23		0 01
	24		0 45
	25		0 70
	26		0 05



तहसील : नौखा		जिला : बीकानेर	राज्य : राजस्थान	
1	2	3	4	
साजनवासी ( जारी )	46	कार्ट ट्रैक साजनवासी से साधासर सरकारी भूमि	0	04
	316	65	0	01
	65		0	97
	62		0	47
	59		0	01
	83		0	44
	58		0	73
साधासर	1323		0	90
	1322		0	20
	1307	कार्ट ट्रैक साजनवासी से साधासर सरकारी भूमि	0	02
	1303		0	10
	1302		0	25
	1286		0	27
	1287		0	44
	1289		0	37
	1282		0	56
	834		0	16
	835		0	40
	840		0	04
	841		0	26
	842		0	17
	2140	843	0	01
	843		0	57
	781		0	41
	845	कार्ट ट्रैक साजनवासी सरकारी भूमि	0	02
	779		0	03
	861		0	01
	862		0	02
	863		0	34
	758		0	16
	759		0	10
	757	जोहुड सरकारी भूमि	0	06
	762		0	04
	754		0	49
	753		0	14
	749		0	22
	750		0	06
	898		0	37
	899		0	34
	513		0	46
	514		0	60
	523		0	01
	520		0	15

तहसील : नौखा		जिला : बीकानेर	राज्य : राजस्थान	
1	2	3	4	
साधासर	521		0	04
(जारी)	526		0	31
	527		0	26
	529		0	38
	538	कार्ट ट्रैक मुआसर से साधासर सरकारी भूमि	0	05
	597		0	02
	598		0	19
	599		0	08
	595		0	21
	600		0	05
	2148	595	0	05
	602		0	21
	603	(कुंड)	0	01
	604		0	21
	605		0	03
	606		0	17
	591		0	08
	589	कार्ट ट्रैक साधासर से खेल सरकारी भूमि	0	02
	590		0	01
	586		0	01
	587		0	18
	588		0	15
	19		0	59
	22		0	11
	23		0	01
	24	आसफाल्ट रोड साधासर से उत्तमदेसर सरकारी भूमि	0	03
	40		0	01
	25		0	38
	26		0	41
	27		0	01
	31		0	07
	34		0	24
	32		0	12
	2150	33	0	15
	33		0	44
लालमदेसर बडा	574		0	47
	573		0	03
	572		0	37
	570		0	51
	820	564	0	06
	564		0	24
	577	कार्ट ट्रैक सरकारी भूमि	0	01
	593		0	21

तहसील : नौसा		जिला : बीकानेर	राज्य : राजस्थान	
1	2	3	4	
लालमदेसर बड़ा	800	593	0	02
( जारी )	592		0	25
	590		0	35
	581		0	34
	588		0	16
	886	583	0	09
	552	आसफालटेड रोड उत्तमदेसर से लालमदेसर स. भू.	0	02
	858	99	0	14
	100		0	44
	101		0	38
	108	बीड गै.मु.. सरकारी भूमि	0	60
	89	कार्ट ट्रैक सरकारी भूमि	0	01
	88	बीड गै.मु.. सरकारी भूमि	0	14
	109	मुडिया रोड बाधानु साधासर से छोटालालमदेसर स. भू.	0	04
	251	बीड गै.मु.. सरकारी भूमि	0	76
	250		0	49
	255	कार्ट ट्रैक बाधानु साधासर से छोटालालमदेसर स.भू.	0	02
	357		0	02
	358		0	33
	355		0	43
	353		0	21
	354		0	51
	351		0	43
	345		0	36
	364	कार्ट ट्रैक छोटालालमदेसर से सावलसर सरकारी भूमि	0	01
	412		0	22
	411		0	01
	409		0	75
	395		0	70
	394	बीड गै.मु.. जोहड सरकारी भूमि	0	01
	391		0	36
	387		0	71
	850	382	0	10
	381		0	01
	378		0	64
	376		0	25
	877	377	0	08
	876	377	0	01
	317	कार्ट ट्रैक बिदासरिया से लालमदेसर सरकारी भूमि	0	03
	870	304	0	63
	303		0	57
बिदासरिया	5		0	01
	4		0	58

तहसील : नौखा		जिला : बीकानेर	राज्य : राजस्थान	
1	2	3	4	
बि दाम्पत्य (कादी)	3	जोहड सरकारी भूमि	0	13
	8		0	31
	2		0	29
	1		0	10
बाधनू	1759		0	38
	1758		0	89
	1754		0	37
	1753		0	46
	1750	तलाई सरकारी भूमि	0	05
	1751	जोहड सरकारी भूमि	0	25
	1749	जोहड सरकारी भूमि	0	01
	1748		0	01
	1747		0	31
	1745		0	02
	1744		0	22
	1702		0	08
	1703		0	54
	1704		0	07
	1699		0	51
	1698		0	01
	1706		0	01
	1414		0	17
	1413		0	04
	1412		0	01
	1386		0	16
	1387		0	49
	1384		0	10
	1389	जोहड सरकारी भूमि	0	05
	1350		0	63
	1352		0	46
	1359		0	06
	1358		0	01
	1313		0	25
	1360		0	01
	1363		0	01
	1361		0	08
	1312		0	04
	1306		0	33
	1302	जोहड सरकारी भूमि	0	09
	1301	तलाई सरकारी भूमि	0	09
	1298	जोहड सरकारी भूमि	0	02
	1297	जोहड सरकारी भूमि	0	04
	1271		0	21

तहसील : नौखा		जिला : बीकानेर	राज्य : राजस्थान	
1	2	3	4	
बाधनु	1272		0	45
(जारी)	1275		0	04
	1276		0	35
	1235		0	02
	1236		0	16
	1237		0	41
	1219		0	20
	1220		0	06
	1217	कार्ट ट्रैक सरकारी भूमि	0	02
	1216		0	27
	1909	1224	0	13
	1212		0	30
	1208		0	23
	1207		0	57
	1206		0	05
	1203		0	17
	1824	1196	0	12
	1196		0	48
	1195		0	12
	1910	1196	0	10

[ फा. सं. 31015/27/2001-ओ.आर-II ]

हरीश कुमार, अवर सचिव

New Delhi, the 25th October, 2001

S. O. 2912.— Whereas it appears to the Central Government that it is necessary in the public interest, that for the transportation of crude oil from Crude Oil Terminal (COT) at Mundra Port in the State of Gujarat to Bhatinda in the State of Punjab, through Mundra - Bhatinda pipeline, a pipeline should be laid by Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited);

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user (ROU) in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification ;

Now, therefore, in exercise of powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein ;

Any person interested in the land described in the said Schedule may, within twenty- one days from the date on which the copies of the notification under sub-section (1) of section (3) of the said Act, are made available to the general public, object in writing to the laying of the pipeline under the land to Shri A.R. CHAUDHARY, Competent Authority, Mundra - Bhatinda Crude Oil Pipeline, Punjab Refinery Project, Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited), L.P.G. Bottling Plant, Hindustan Petroleum Corporation Limited, Bhagat Ki Kothi, Jodhpur 342005.

**SCHEDULE**

Tehsil : Nokha                      District : Bikaner                      State : Rajasthan

Name of Village	Survey No.	Part if Any	ROU- Area	
			Hect.	Are.
1	2	3	4	
BIRAMSAR	378		1	23
	377		0	01
	376		0	14
	374	Cart Track G.L. Chila to Biramsar	0	01
	388		0	14
	393		0	45
	394	1	0	42
	400		0	26
	399	Cart Track G.L.	0	02
	398		0	74
	397		0	20
	414		0	34
	415		0	38
	416		0	27
	417		0	15
	419		0	20
	418		0	03
	462		0	47
	459		0	02
	458		0	64
	493		0	31
	454		0	28
	449		0	57
	447		0	57
	446	Cart Track to Biramsar G.L.	0	03
	445		0	06
	120		0	28
	117	Cart Track G.L. Biramsar to Saveri	0	02
	116		0	42
	115		0	75
	125		0	02
	112		0	34
	602	112	0	03
	111		0	39
	110		0	26
	92		0	25
	76		0	47
	631	76	0	06

Tehsil : Nokha		District : Bikaner		State : Rajasthan	
1	2	3	4		
BIRAMSAR (Contd.)	79		0	32	
	80		0	34	
	81	Cart Track G L	0	03	
	82		0	30	
	83		0	01	
	49		0	74	
	45		0	23	
	601	45	0	04	
	46		0	36	
	301		0	02	
BOMIYASAR	302		0	56	
	298		0	05	
	297		0	33	
	296		0	01	
	273		0	97	
KHICHIASAR	265		0	54	
	264		0	15	
	262	Cart Track G.L.	0	02	
	255		0	26	
	251		0	40	
	252		0	61	
	234		0	05	
	380	230	0	03	
	230		0	86	
	232		0	59	
	220		1	14	
	219		0	01	
	107		0	02	
	199		1	19	
	374	199	0	17	
	373	199	0	01	
	375	108	0	03	
	108		0	49	
	110		0	72	
	100		0	03	
	101		0	21	
	322	CT Pipasar to Khichiasar G L	0	02	
	92		0	03	
	93		0	68	
	371	98	0	08	
	98		0	53	
	83		0	41	
	398	82	0	48	

Tehsil : Nokha		District : Bikaner		State : Rajasthan	
1	2	3	4		
DHUPALIYA	46		0	14	
	570	46	0	06	
	45		0	65	
	569	45	0	08	
	44		0	08	
	28		0	47	
	27	Cart Track Khichiasar to Dhupaliya G.L	0	04	
	24		0	30	
	21		0	02	
	10	Cart Track G L Dhani to Dhupaliya	0	03	
	11		0	39	
	6		0	13	
	97	Asphalted Road Dhupaliya to Mukam PWD	0	03	
	108		0	14	
	106		0	31	
	111		0	22	
	105		0	46	
	119		0	06	
	120	CT Dhupaliya to Himatsar G L.	0	01	
	121		0	93	
HIMATSAR	1552		0	46	
	1606		0	37	
	1589		0	29	
	1590		0	54	
	1592	CT Dhupaliya to Field G L.	0	02	
	1594		0	03	
	1813	1584	0	10	
	1584		0	63	
	1254		0	31	
	1766	1254	0	04	
	1255		0	50	
	1252		0	52	
	1250		0	01	
	1249	Cart Track Dhupaliya to Himatsar G L	0	01	
	1247		0	28	
	1248		0	05	
	1182		0	25	
	1175		0	18	
	1174		0	01	
	1183		0	44	
	1173		0	02	
	1172	Cart Track G L Himatsar to Dhupaliya	0	02	
	1171		0	54	
	1127	Cart Track G L	0	02	
	1793	1126	0	01	



Tehsil : Nokha		District : Bikaner	State : Rajasthan	
1	2	3	4	
HIMATSAR (Contd.)	1126		0	35
	1129		0	13
	1130	Cart Track G L. Kakra to Dhani	0	02
	1133		0	17
	1136		0	30
	1142	Cart Track G.L.	0	03
	1141		0	12
	1140	Cart Track G.L. Himatsar to Dhani	0	02
	1826	978	0	24
	978		0	24
	979		0	54
	985		0	04
	981		0	38
	954		0	05
	944	Cart Track G.L. Himatsar to Field	0	03
	948		0	50
	947		0	01
	945		0	02
	946		0	02
	924		0	34
	927		0	22
	928	G.M. Choub G L.	0	01
	929	Cart Track G L. Dhupaliya to Kakra	0	01
	931		0	04
	930		0	33
KAKDA	1330		0	54
	1329		0	60
	1332		0	08
	1333		0	25
	1080		0	43
	1614	1577	0	02
	1577	1081	0	44
	1082		0	03
	1083		0	08
	1587	1083	0	05
	1084		0	19
	1087		0	03
	1089		0	43
	1092		0	07
	1071	Asphalted Road Jogiyon ki dhani to Kakra G L	0	02
	1070		0	45
	1555	1053	0	27
	1054		0	49

Tehsil : Nokha		District : Bikaner		State : Rajasthan	
1	2	3	4		
KAKDA	1055		0	02	
(Contd.)	1049		0	33	
	1047		0	04	
	1048		0	19	
	1041		0	29	
	1042		0	03	
	1016		0	52	
	1017		0	54	
	745		0	01	
	744		0	17	
	743		0	32	
	742		0	40	
	773	Cart Track G L.	0	01	
	1627	821	0	26	
	1628	821	0	15	
	822		0	26	
	832		0	05	
	833		0	01	
	831		0	50	
	830		0	51	
	803		0	22	
	801	S H.Nokha to Ratangarh PWD	0	04	
	799		0	28	
	1603	798	0	06	
	798		0	02	
	800		0	16	
	141		0	32	
	140		0	03	
	138		0	54	
	136		0	02	
UDSAR	199		0	36	
	160		0	32	
	159		0	35	
	161		0	07	
	158		0	28	
	157		0	04	
	170		0	15	
	141		0	69	
	137		0	09	
	136		0	76	
	128		0	60	
	92	Cart Track G L. Kakda to Udsar G.L	0	04	
	533	84	0	47	
	85		0	04	
	87		0	23	

Tehsil : Nokha		District : Bikaner		State : Rajasthan	
1	2	3	4		
UDSAR (Contd.)	86		0	71	
	79		0	66	
	77		0	20	
	76		0	72	
	71		0	01	
	559	71	0	05	
	73	Cart Track G.L. Kakda to Udsar	0	03	
	62		0	34	
	64	Cart Track G.L.	0	02	
	65		0	05	
KURJADI	256		0	51	
	255		0	09	
	241	Cart Track G.L. Siniyala to Udsar	0	01	
	318	259	0	37	
	258		0	01	
	259		0	36	
	169		0	25	
	168		0	23	
	170		0	20	
	171		0	38	
	172		0	34	
	167		0	04	
	111	Road G.L. Siniyala to Kurjadi	0	02	
	112	G M Population G.L.	0	03	
	114		0	65	
	116		0	61	
	146		0	02	
	145		0	32	
	144		0	45	
	143		0	29	
	348	143	0	08	
	139		0	38	
	140		0	25	
	136		0	44	
	42	Cart Track Sajjanwasi to Meusar G.L	0	02	
	40		0	31	
	39		0	33	
	29		0	19	
	28		0	63	
	23		0	01	
SAJANWASI	24		0	45	
	25		0	70	
	26		0	05	
	46	Cart Track Sajjanwasi to Sadhasar G.L	0	04	
	316	65	0	01	

Tehsil : Nokha		District : Bikaner		State : Rajasthan	
1	2	3		4	
SADANWASI (contd.)	65			0	97
	62			0	47
	59			0	01
	83			0	44
	58			0	73
SADHASAR	1323			0	90
	1322			0	20
	1307	Cart Track	Sajanwasi to Sadhasar G.L.	0	02
	1303			0	10
	1302			0	25
	1286			0	27
	1287			0	44
	1289			0	37
	1282			0	56
	834			0	16
	835			0	40
	840			0	04
	841			0	26
	842			0	17
	2140	843		0	01
	843			0	57
	781			0	41
	845	Cart Track	to Sajanwasi G.L.	0	02
	779			0	03
	861			0	01
	862			0	02
	863			0	34
	758			0	16
	759			0	10
	757	Johad G.L.		0	06
	762			0	04
	754			0	49
	753			0	14
	749			0	22
	750			0	06
	898			0	37
	899			0	34
	513			0	46
	514			0	60
	523			0	01
	520			0	15
	521			0	04
	526			0	31
	527			0	26
	529			0	38

Tehsil : Nokha		District : Bikaner		State : Rajasthan	
1	2	3	4		
<b>SADHASAR</b> (Contd.)	538	Cart Track Meusar to Sadhasar G.L.	0	05	
	597		0	02	
	598		0	19	
	599		0	08	
	595		0	21	
	600		0	05	
	2148	595	0	05	
	602		0	21	
	603	Kund	0	01	
	604		0	21	
	605		0	03	
	606		0	17	
	591		0	08	
	589	Cart Track Sadasar to Field G.L.	0	02	
	590		0	01	
	586		0	01	
	587		0	18	
	588		0	15	
	19		0	59	
	22		0	11	
	23		0	01	
	24	Asphalt Road Sadasar to Uttamdesar G.L.	0	03	
	40		0	01	
	25		0	38	
	26		0	41	
	27		0	01	
	31		0	07	
	34		0	24	
	32		0	12	
	2150	33	0	15	
	33		0	44	
<b>LALAMDESAR</b> <b>BADA</b>	574		0	47	
	573		0	03	
	572		0	37	
	570		0	51	
	820	564	0	06	
	564		0	24	
	577	Cart Track G.L.	0	01	
	593		0	21	
	800	593	0	02	
	592		0	25	
	590		0	35	
	581		0	34	
	588		0	16	
	886	583	0	09	
	552	Asp.Road Uttam Desar to Lalamdesar Bada G.L.	0	02	

Tehsil : Nokha		District : Bikaner		State : Rajasthan	
1	2	3	4		
LALAMDESAR	858	99	0	14	
BADA	100		0	44	
(Contd.)	101		0	38	
	108	Bid G.M. G.L.	0	60	
	89	Cart Track G.L.	0	01	
	88	Bid G.M. G.L.	0	14	
	109	Metal Road Badhnu Sadasar to Chhota Lalamdesar G.L.	0	04	
	251	Bid G.M. G.L.	0	76	
	250		0	49	
	255	CT Badhnu Sadhasar to Chhota Lalamdesar G.L.	0	02	
	357		0	02	
	358		0	33	
	355		0	43	
	353		0	21	
	354		0	51	
	351		0	43	
	345		0	36	
	364	Cart Track Lalamdesar to Sanwatsar G.L.	0	01	
	412		0	22	
	411		0	01	
	409		0	75	
	395		0	70	
	394	G.M. Bid Johad G.L.	0	01	
	391		0	36	
	387		0	71	
	850	382	0	10	
	381		0	01	
	378		0	64	
	376		0	25	
	877	377	0	08	
	876	377	0	01	
	317	CT Bidasariya to Lalamdesar G.L.	0	03	
	870	304	0	63	
	303		0	57	
BIDASARIA	5		0	01	
	4		0	58	
	3	Johad G.L.	0	13	
	8		0	31	
	2		0	29	
	1		0	10	

Tehsil : Nokha		District : Bikaner		State : Rajasthan	
1	2	3		4	
BADHNU	1759			0	38
	1758			0	89
	1754			0	37
	1753			0	46
	1750	Talai G L		0	05
	1751	Johad G L		0	25
	1749	Johad G L		0	01
	1748			0	01
	1747			0	31
	1745			0	02
	1744			0	22
	1702			0	08
	1703			0	54
	1704			0	07
	1699			0	51
	1698			0	01
	1706			0	01
	1414			0	17
	1413			0	04
	1412			0	01
	1386			0	16
	1387			0	49
	1384			0	10
	1389	Johad G.L.		0	05
	1350			0	63
	1352			0	46
	1359			0	06
	1358			0	01
	1313			0	25
	1360			0	01
	1363			0	01
	1361			0	08
	1312			0	04
	1306			0	33
	1302	Johad G.L.		0	09
	1301	Talai G.L.		0	09
	1298	Johad G.L.		0	02
	1297	Johad G L		0	04

Tehsil : Nokha		District : Bikaner		State : Rajasthan	
Name of Village	Survey No.	Part if Any	ROU- Area		
			Hect.	Are.	
1	2	3	4		
BADHNU (Contd.)	1271		0	21	
	1272		0	45	
	1275		0	04	
	1276		0	35	
	1235		0	02	
	1236		0	16	
	1237		0	41	
	1219		0	20	
	1220		0	06	
	1217	Cart Track G L	0	02	
	1216		0	27	
	1909	1224	0	13	
	1212		0	30	
	1208		0	23	
	1207		0	57	
	1206		0	05	
	1203		0	17	
	1824	1196	0	12	
	1196		0	48	
	1195		0	12	
	1910	1196	0	10	

[No. R-31015/27/2001 OR-II]  
HARISH KUMAR, Under Secy.



## श्रम मंत्रालय

(रोजगार एवं प्रशिक्षण महानिदेशालय)

नई दिल्ली, 19 अक्टूबर, 2001

नं. आ. 2913.—केन्द्रीय सरकार, राजभाषा, (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 तथा संशोधित 1987 के नियम 10 के उपनियम (2) एवं (4) के अनुसरण में एतद्वारा रोजगार एवं प्रशिक्षण महानिदेशालय (श्रम मंत्रालय) के निम्नलिखित अधीनस्थ कार्यालय को जिसके कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :

(क) विकलांग व्यावसायिक पुनर्वास केन्द्र, कोलकाता

[सं. डी जी ई एण्ड टी-11017/2/99-हिन्दी]

एन. लंका, उप सचिव

## MINISTRY OF LABOUR

(Directorate General of Employment and Training)

New Delhi, the 19th October, 2001

S.O. 2913.—In pursuance of sub-rule (2) and (4) of rule 10 of the Official Languages (Use for official purpose of the union) Rules, 1976 as amended 1987, the Central Government hereby notifies the following subordinate office of Directorate General of Employment & Training (Ministry of Labour), the staff whereof have acquired the working knowledge of Hindi.

1. Vocational Rehabilitation Centre for Handicapped Kolkata.

[No. DGE&T-11017/2/99-Hindi]  
N. LANKA, Dy. Secy.

नई दिल्ली, 27 सितम्बर, 2001

का.आ. 2914.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिडिकेट बैंक के प्रबंधन के संबंध निरोधकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम मंत्रालय, चेन्नई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-09-2001 को प्राप्त हुआ था।

[फा.सं.एल-12012/199/99-आईआर(बी-II)]

सी. गंगधरन, अवर सचिव

New Delhi, the 27th September, 2001

S.O. 2914.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chennai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 27-09-2001.

[F. No. L-12012/199/99-IR(B-II)]  
C. GANGADHARAN, Under Secy.

3250 GI/2001—6.

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 27th August, 2001

## PRESENT :

K. Karthikeyan, Presiding Officer.

Industrial Dispute No. 272/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 291/99)

In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Shri K. Chandrasekaran and the Management of Syndicate Bank, Chennai.)

## BETWEEN

The General Secretary,  
Syndicate Bank Employees Union,  
Chennai. I Party/Claimant.

## AND

The Deputy General Manager,  
Zonal Office,  
Syndicate Bank, Chennai. II Party/Management.

## APPEARANCE :

For the Claimant : M/s. Row and Reddy, Advocates.  
For the Management : M/s. T.S. Gopalan and Co.  
Advocates

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No. L-12012/199/99/IR(B-II) dated 26-10-1999.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, where it was taken on file as I.D. No. 291/99. When the matter was pending enquiry in that Tribunal, the Government of India, Ministry of Labour was pleased to order transfer of this case from that Tribunal to this Tribunal for adjudication. On receipt of records from that Tribunal, the case has been taken on file as I.D. No. 272/2001 and notices were sent to the counsel on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 12-2-2001. On receipt of notice from this Tribunal, the counsel on either side were present with their respective parties and prosecuted this case further.

When the matter came up before me for final hearing on 10-8-2001, upon perusing the Claim Statement, Counter Statement, other material papers on record, upon perusing the documentary evidence let in by either side and upon hearing the arguments advanced by the learned counsel on either side and this matter having stood over till this date for consideration, this Tribunal has passed the following:

## AWARD

The Industrial Dispute referred to in the above order of reference by the Central Government for adjudication by this Tribunal is as follows :—

"Whether the management of Syndicate Bank is justified in dismissal of the services of Shri K. Chandrasekaran, Steno of Pollachi Branch? If so, to what relief the workman is entitled?"

2. The averments in the Claim Statement filed by the I Party/Workman are briefly as follows :—

The I Party/Syndicate Bank Employees Union (hereinafter referred to as Petitioner) has raised this industrial dispute espousing the cause of the workman K. Chandrasekaran. The concerned workman joined the service of the II Party/Syndicate Bank as Clerk cum Cashier at its Kothagiri branch on 3-11-80. The Management of Syndicate Bank (hereinafter referred to as Respondent) posted the concerned workman

at its Pollachi branch on 22-1-90 as a Stenographer. He had put in 17 years of service. On 10-12-1996, the Manager of the Respondent bank, Pollachi branch, issued a notice to the concerned workman for an alleged misconduct committed by him with a direction to file his explanation within three days. On the request of the concerned workman, time was given upto 28-12-96. While so, the workman was placed under suspension from 20-12-1996 by a letter dated 17-12-96. The charge sheet dated 11-2-97 was issued to the concerned workman by the Respondent Bank alleging that the workman did not remit the money into the loan account on 29-11-96 pertaining to one Sri Muthuswamy. It is further alleged that the money given by Muthuswamy has been accounted for only on 7-12-96. But Muthuswamy has been issued with a receipt (counterfoil of credit challan) on 6-12-96. This act had been termed as misappropriation and an act prejudicial to the interest of the bank. In that charge sheet, one more act of minor misconduct has been levelled against the concerned workman. Thus, the concerned workman has been charged for committing act of gross misconduct of doing acts prejudicial to the interest of the bank under clause 19.5(j) of the Bipartite Settlement and for committing acts of minor misconduct of incurring debts to an extent considered by the management as excessive under clause 19.7(1) of Bipartite Settlement. The concerned workman by his letter dated 4-4-1997 has denied all the charges which are levelled against him. An enquiry from 22-9-1997 to 13-2-1998 was conducted. The Enquiry Officer, without properly assessing the evidence on record, in an impartial manner submitted his report dated 9-5-1998 stating that the concerned workman is guilty of gross misconduct as alleged in the charge sheet. For that the concerned workman has submitted his reply dated 18-5-1998. By a letter dated 18-6-98 the Respondent Bank informed the concerned workman to come for a personal hearing on 24-6-1998. After that personal hearing conducted by the Deputy General Manager/Disciplinary Authority, an order dated 15-7-1998 was issued to the concerned workman for dismissal from service. The concerned workman preferred an appeal dated 16-7-98. The appeal proceedings was conducted on 9-9-98. The Appellate Authority by its order dated 5-10-98 had dismissed that appeal. Neither the Disciplinary Authority nor the Appellate Authority has considered the evidence on record independently. They have failed to give adequate reasons for accepting the findings of the Enquiry Officer. Then an industrial dispute was raised before the Regional Labour Commissioner on 30-11-98. On his submission of failure of conciliation report, on 30-6-1999, the Govt. was pleased to refer this matter as an industrial dispute for adjudication by this Tribunal. The findings of the Enquiry Officer are perverse and are not supported by any legally admissible evidence. Therefore, it is liable to be set aside. The Enquiry Officer failed to see that on 7-12-1996 there was an inspection and the inspector who verified the records found that the cash received was accounted for and counterfoil was issued. When that being the case, the department ought not to have framed the charges and punished the workman. The charges were framed and punishment imposed only to victimize the employee because he was an active member of the trade union movement. The Enquiry Officer ought to have held that the charge No. 1 is not proved as the basis of the said charge namely the complaint was withdrawn by the customer. The Enquiry Officer failed to consider the evidence of DWS Susila properly. The amount entered by the customer for deposit was returned to him and there is no loss to the bank. Accepting the perverse finding of the Enquiry Officer, the Disciplinary Authority and Appellate Authority imposed a capital punishment for the concerned workman without considering his 17 years of blemishless service. The concerned workman who is 44 years old is the only bread winner of his family. The deterrent punishment imposed on him is disproportionate to the gravity of the so called misconduct and it is therefore, prayed that this Hon'ble Tribunal may be pleased to interfere with the quantum of punishment under section 11A of the Industrial Dispute Act. Hence, it is prayed that this Hon'ble Tribunal may be pleased to hold that the dismissal of Sri K. Chandrasekaran Steno, Pollachi branch of Syndicate Bank is not justified and consequently direct the Respondent to reinstate the concerned workman in service with effect from 15-7-98 with back wages, continuity of service and other attendant benefits.

3. The averments in the Counter Statement of the II Party/Syndicate Bank, are briefly as follows :—

The II Party/Syndicate Bank (hereinafter referred to as Respondent) is a nationalized bank having branches throughout the country including one at Pollachi. The bank grant loans among others to priority sectors like agriculture small entrepreneurs etc. The loans granted under the priority sector is covered by the Deposit Insurance Credit Guarantee Corporation. Any loan granted in the priority sector becomes bad, the bank makes claim on the DICGC who in turn after satisfying that the loan is irrecoverable, reimburse certain percentage of loan. When the loan is considered bad, the amount standing to the debit of the loan is transferred to the account of DICGC's claim lodged account and the loan account will remain open under this head of account. The staff of the branch are normally aware of the loans which transferred to DICGC's claim lodge account and/or written off. However, the borrower will not be aware of the transfer of loan amount to DICGC's account. On 7-12-85 one Muthuswamy, a tailor, who is having a tailor shop availed a loan of Rs. 4,000 under PSL/CGLSP 70/85. As the loan was outstanding with no change of recovery, it was transferred to DICGC's account and written off sometime during 1990. On 7-12-1996, R. Muthuswamy came to the Pollachi branch and complained to the Bank manager that at about 11.00 a.m. on 29-11-1996, he came to the branch to repay the dues, that he approached the concerned clerk who happened to be in his neighbour, to prepare a credit challan for remitting the amount to his loan account, that the concerned clerk advised him not to remit his dues, that he would talk to the Manager to waive a portion of the loan, that the concerned clerk wanted the amount to be handed over to him, that believing the concerned clerk, Muthuswamy entrusted Rs. 4400 to him, that the concerned Clerk assured him that he would get the bank receipt later and give it to him, that as the bank receipt was not given to him ever after repeated requests, that he visited the branch on 6-12-1996 and demanded receipt from the concerned clerk, that the concerned clerk asked him to wait for a while and he would bring the receipt, that as Muthuswamy demanded the receipt immediately, the concerned clerk handed over to him a counterfoil, that on his return to shop he had some suspicion about the counterfoil and that therefore, he wanted to confirm from the Branch Manager that the remittance of Rs. 4400 had been credited to his account. At that time bank Inspector Mr. R. Krishnan was present. Immediately the Branch Manager sent for the Assistant Manager, who on verification informed the branch Manager that the remittance of Rs. 4400 had not been brought in the account on 6-12-1996. Then the Branch Manager called the concerned clerk and questioned him about the counterfoil. The concerned clerk wanted to discuss the matter with the Branch Manager in private, which the Branch Manager declined. Then the concerned clerk left the room, prepared the challan for remittance of Rs. 4400 into the loan account of Muthuswamy and handed over the counterfoil to Muthuswamy in the presence of the Manager and the Inspector. Muthuswamy also complained that the concerned clerk told him that part of his loan has been paid and after the remittance of Rs. 4400 he was required to pay the balance amount of Rs. 712. The employees of the bank who are having account are required to ensure that they do not issue cheques without having sufficient fund in account for making payment. Despite such clear orders, the concerned clerk issued a cheque No. 233023 dated 22-5-95 on his S.B. Account No. 20402 for Rs. 10,000 in favour of one Sri Subramanian when the account had a balance of Rs. 3.32. Similarly on 10-12-95 he issued a cheque No. 453475 dated 10-12-95 for Rs. 12,000 in favour of one T. Ganesh Kumar when his account had a balance of Rs. 3.29. Both the cheques had to be returned for want of funds. On 7-12-96, R. Muthuswamy complained about sum of Rs. 4000 entrusted to the concerned clerk for remitting it to his loan account. The concerned clerk and his friends pressurised R. Muthuswamy to withdraw the complaint. On 9-12-96 R. Muthuswamy gave another letter purporting to withdraw the entire complaint dated 7-12-1996. On 10-12-1996 the Branch Manager issued a memo to the concerned clerk making a reference to the complaint made by R. Muthuswamy and demanded his explanation. There was no reply from the concerned clerk. Thereafter, on 11-2-97 a charge sheet was issued to the concerned clerk charging him with his misconduct clause 19.5(j) and 19.7(i) of the Bipartite Settlement. On 4-4-97 the concerned clerk replied the charge sheet denying that R. Muthuswamy paid him the amount

on 29-11-96. He also stated that on 6-12-96 R. Muthuswamy came to the branch and sought his help in preparing the court challan for which he readily obliged. The concerned clerk pleaded that inreather he did not know what had happened. According to him on 7-12-96 R. Muthuswamy came to the branch and wanted to pay cash for which he prepared a challan and remitted the money. He denied the charges. The concerned clerk was asked to appear for an enquiry. In the enquiry witnesses were examined on the side of the management and also the side of the concerned clerk. On 9-5-1998 the Enquiry Officer gave his report holding that the charges against the concerned clerk were duly proved. By his representation dated 18-5-1998 the concerned clerk gave his comments on the findings of the Enquiry Officer. After considering the representation, by a notice dated 18-6-1998 the concerned clerk was asked to appear for a personal hearing. The concerned clerk attended the personal hearing. After considering his representation the Disciplinary Authority passed order on 15-7-1998 dismissing the concerned clerk from service. The appeal preferred by the concerned clerk was dismissed on 5-10-1998. For the proved misconduct of the concerned workman in the domestic enquiry the order of dismissal passed by the Disciplinary Authority is perfectly justified. The punishment of dismissal awarded to the concerned clerk need not be interfered with. The disciplinary action against concerned clerk was not initiated by way of victimization of or for trade union activities of the concerned clerk. Though, Mr. Muthuswamy was pressurised by the concerned clerk and his friends to withdraw the complaint, in the enquiry he stood by his original complaint dated 7-12-96. The charges proved against the concerned clerk shows lack of integrity and honesty and therefore, the punishment of dismissal cannot be said harsh or excessive. There is no scope to interfere with the quantum of punishment even under section 11A of Industrial Disputes Act by this Tribunal. Therefore, an award may be passed upholding the dismissal of the concerned clerk by rejecting the claim of the Petitioner.

#### 4. The Point for my consideration is:—

"Whether the management of Syndicate Bank is justified in dismissal of the services of Shri K. Chandrasekaran, Steno of Pollachi Branch? If so, to what relief the workman is entitled?"

#### Point :

The Petitioner/Syndicate Bank Employees Union has raised this industrial dispute espousing the cause of the workman Sri K. Chandrasekaran. The concerned workman was working as a Clerk-Stenographer in Pollachi branch of the Respondent/Bank. He was dismissed from service w.e.f. 15-7-98 by the Respondent/Bank Management. The Petitioner has raised this industrial dispute challenging the same. The concerned workman Sri K. Chandrasekaran was placed under suspension with immediate effect by the Disciplinary Authority pending initiation of disciplinary proceedings against him for an alleged misconduct of the concerned workman which is prejudicial to the interest of the Respondent/Bank by its letter dated 17-12-96. The xerox copy of the same is Ex. W3. Based on the charges framed against the workman the Respondent/Bank conducted a domestic enquiry. Prior to the issuance of order of suspension under Ex. W2 to the concerned workman by the Respondent/Bank, the Disciplinary Authority, the concerned workman was issued a memo dated 10-12-96 by the Manager of Pollachi branch of the Respondent/Bank alleging the act of misconduct committed by the concerned employee and calling for his explanation within three days from the receipt of this letter. The xerox copy of that memo is Ex. W1. In pursuance of the concerned employee requesting for extension of time for submission of his reply, the Manager of Pollachi branch of the Respondent/Bank by his letter dated 19-12-96 informed the concerned workman that fifteen days time upto 28-12-96 was granted for submission of his reply. The xerox copy of that letter is Ex. W3. Ex. W1 is the xerox copy of the charge sheet dated 11-2-97 issued to the concerned workman for the alleged misconduct. The concerned workman has submitted his written reply dated 4-1-1997. The xerox copy of the same is Ex. W5. Having not satisfied by the reply submitted by the concerned workman, the Respondent/Management appointed an Enquiry Officer to enquire into the charges levelled against the concerned workman. Accordingly, the Enquiry Officer

conducted an enquiry, wherein the charge sheeted employee, who is the concerned workman was represented by the General Secretary of Syndicate Bank Employees Union as a defence representative. Ex. W6 is the xerox copy of the enquiry proceedings. In the domestic enquiry, four witnesses for the management side were examined and 23 documents were filed as management exhibits. On the side of the delinquent employee, no document was filed as defence exhibits. The charge sheeted employee himself was examined as DW2 and four more witnesses were examined as defence witnesses as DW1, DW3 to DW5. After analyzing the evidence let in before him the Enquiry Officer has given a finding that the charges levelled against the delinquent employee have been proved. On completion of the domestic enquiry, the Enquiry Officer has submitted his report dated 9-5-1998 with his findings. The xerox copy of the same is Ex. W7. For that report of the Enquiry Officer, the concerned workman has submitted his reply dated 18-5-98. The xerox copy of the same is Ex. W8. Subsequent to the submission of the concerned workman as his reply to the enquiry report, the Disciplinary Authority has issued a memo to the concerned workman mentioning the proposed punishment and informing him to attend the personal hearing on 24-6-98. The xerox copy of the memo dated 18-6-98 is Ex. W9. In pursuance of that memo given by the Disciplinary Authority, the personal hearing was conducted by him on 24-6-1998 and the xerox copy of the minutes of the personal hearing is Ex. W10. Subsequently, the Disciplinary Authority has passed an order dated 15-7-98 dismissing the concerned employee from the services of the bank. The xerox copy of that order dated 15-7-1998 with the covering letter to the concerned employee is Ex. W11. On the same day, the Deputy Personnel Manager of the Respondent/Bank informed the concerned workman that he has been dismissed from the services of the bank. The xerox copy of the letter is Ex. W12. Against that the concerned workman has preferred an appeal dated 16-7-98 to the Appellate Authority of the Respondent/Bank. A xerox copy of that appeal is Ex. W13. The Appellate Authority heard the appeal of the concerned workman represented by the defence representative on 9-9-98. The xerox copy of the proceedings of that appeal is Ex. W14. The Appellate Authority passed an order in that appeal on 5-10-98 confirming the order of punishment imposed by the Disciplinary Authority against the concerned workman. The xerox copy of the order of the Appellate Authority is Ex. W15. The copy of the same was forwarded to the concerned employee with his covering letter dated 6-10-98 by the Deputy Personnel Manager. The xerox copy of that covering letter is Ex. W16. Ex. W17 is the xerox copy of the postal cover containing the residential address of the concerned employee sent by Registered Post. On the side of the Management, documents pertaining to the alleged misconduct referred to in the charge sheet given to the concerned workman have been filed as Ex. M1 to M23 as xerox copies. All these documents have been exhibited before the Enquiry Officer in the domestic enquiry as MEX 1 to MEX 23. It is the contention of the Petitioner Union that the Respondent/Bank had conducted a farse of an enquiry and a perverse finding was given by the Enquiry Officer without properly analyzing the oral and documentary evidence on record.

5. The Respondent has clearly averred in the Counter Statement about the Respondent/Bank granting of loans under the priority sector, which is covered by the Deposit Insurance credit Guarantee Corporation and a procedure that has to be adopted by the Respondent/Bank, if a loan granted in the priority sector becomes bad, to make a claim on the DICGC. The availing of loan by one Tailor Sri R. Muthuswamy on 7-12-1985 for a sum of Rs. 4000 and the same was written off by the Respondent/Bank sometimes during 1990 is not disputed. A perusal of the entire enquiry proceedings and the exhibits filed on the side of the Management clearly shows that the charges levelled against the concerned employee were proved along with the oral evidence given by the Management witnesses. The concerned Tailor who availed loan from the Pollachi branch of the Respondent/Bank has given a complaint in writing about the misconduct of the concerned employee. The xerox copy of the complaint dated 7-12-96 is Ex. M1. Ex. M12 is the xerox copy of the deposit ledger for the loan advanced to the Tailor Mr. Muthuswamy. From that it is seen that the amount due under that loan was written off. It is also seen from the entries in the loan register, the xerox copy of the same is Ex. M12, that the amount has been reimbursed under DICGC to the tune of Rs. 2,449.11p. as 60 per cent of the remaining amount of the loanee Tailor Sri R. Muthuswamy and his loan was written off by the bank. This fact is not disputed by the Petitioner. Ex. M2 is the xerox copy of the counterfoil

of the challan dated 6-12-1996 in the name of R. Muthuswamy for the amount Rs. 4400 said to have been received by the bank on the same day. In that challan in the column account number it is stated as W/o to show that it is a written off account. Ex. M3 is the xerox copy of the bank challan dated 7-12-96 for the remittance of Rs. 4400 in the name of R. Muthuswamy for account No. DICGC 94/89. Ex. M4 is the xerox copy of the corresponding challan of the counterfoil Ex. M3. In that challan, at the left side of the bottom the concerned employee Sri K. Chandrasekaran has put his signature as signature of the depositor. In the charge sheet Ex. W4 it is stated that the concerned employee had handed over the counterfoil for Rs. 4400 dated 6-12-1996 as if the same was issued on behalf of the branch. This has been established by Ex. M2. The concerned employee in his reply under Ex. W5 has given an explanation stating that the said Muthuswamy came to the branch on 6-12-96 and sought his help in preparing the credit challan which he readily did and thereafter he does not know what had happened. So from this it is seen that he has worked the preparation of challan on 6-12-96 under Ex. M2 which bears the bank seal as cash received on 6-12-96. But in the Cashier's scroll for 6-12-96 under Ex. M5 there is no entry available on that day for a sum of Rs. 4400 mentioned in Ex. M2 counterfoil for the challan. The fact alleged in the charge sheet Ex. W4 about the happening on 29-11-1996, 6-12-1996 and 7-12-1996 had not been disputed by the charge sheeted employee Sri K. Chandrasekaran. From the enquiry proceedings Ex. W6, it is seen that four witnesses have been given evidence on the side of the management and the fourth witness MW4 is the borrower Tailor Mr. Muthuswamy and on the side of the delinquent employee, apart from himself, four more witnesses have been examined. The Manager of the Pollachi branch has given evidence as MW1 before the Enquiry Officer. In his evidence, he has clearly stated that there was no remittance on 6-12-96 to the tune of Rs. 4400 as mentioned in Ex. M2 challan. He has stated in his evidence that on 7-12-1996 at about 11.00 a.m. the tailor Muthuswamy came to his room and produced the xerox copy of the credit slip counterfoil dated 6-12-96 and wanted to know whether it had been credited to the account. Then he called for the Assistant Manager and asked him to verify whether the amount was credited into his account and on verification he was informed that there was no such entry anywhere in the records and later the said Muthuswamy told him that he had handed over a sum of Rs. 4400 to Sri K. Chandrasekaran on 29-11-96 to deposit the same into his loan account. So from this available evidence, it is seen that there is materials available as a basis for the charge levelled against the concerned workman. So it cannot be said that it is without any legal evidence and the same has not been proved by the Management witnesses before the Enquiry Officer. The charge sheeted employee Sri K. Chandrasekaran while giving evidence as DW2 has admitted about his preparation of credit challan for Rs. 4400 on 6-12-96 and further he has stated that when he asked Muthuswamy about the same he replied that he could not remit the money on 6-12-96 and hence he destroyed the credit challan filled up and given to him on 6-12-96 and that based on this as per his request he prepared a credit challan again on 7-12-96. He has also admitted in his evidence that said Muthuswamy approached him on 6-12-96 and his preparation of the credit challan for his loan account for a sum of Rs. 4400. The Ex. M2 is the counterfoil of the credit slip, the concerned workman has prepared for Rs. 4400 on 6-12-96. So it is seen that it has not been destroyed on the other hand, it contains the bank seal as received cash. In the cross examination, the charge sheeted employee has admitted that it is a written off record. DW3 and DW4 have deposed that at the request of K. Chandrasekaran on 7-12-96, himself, K. Chandrasekaran and Seetharaman went to the shop of the customer to withdraw the complaint and he demanded Rs. 10,000. On the next day, he and Sitaraman met Mr. Muthuswamy at his shop and they agreed to pay him and he agreed to withdraw the complaint. From this it is seen that the concerned workman Sri K. Chandrasekaran along with two of his friends pressurized the complainant Mr. Muthuswamy to withdraw his complaint. This has been discussed by the Enquiry Officer in his report and he has given a finding that the delinquent employee has accepted the cash of Rs. 4400 from the customer and issued a fake counterfoil dated 6-12-96 without actually depositing the money into the party's loan account and derived undue pecuniary advantage at the cost of the bank and misappropriated the said cash during 29-11-96 to 7-12-96. The Enquiry Officer in his report has clearly stated under the head appreciation.

of fact as to how he relied upon the evidence oral and documentary let in by the Management in the enquiry and has stated his reason for relying the evidence to come to the conclusion that the charges levelled against the charge sheeted employee has been proved. Nothing has been stated in this case on the side of charge sheeted employee as a motive for the Management to give a false complaint through the borrower tailor Muthuswamy. Further there was no prior enmity between the said borrower Muthuswamy and the charge sheeted employee. The loan was taken in the year 1985 and was written off in the year 1989. The Enquiry Officer in his report has clearly stated that the charge sheeted employee has kept the amount of the borrower without credit the same in his account till 7-12-96 and had issued a false counterfoil dated 6-12-96 and it came to light when he credited the sum of Rs. 4400 to party's loan account on 7-12-96 thereby misappropriated the same and derived undue pecuniary gain at the cost of the bank and it amounts to gross misconduct of doing acts prejudicial to the interest of the bank vide clause 19.5(j) of Bipartite Settlement. The Disciplinary Authority before imposing the proposed punishment offered a personal hearing to the charge sheeted employee and it is evidenced from Ex. W10, the minutes of the personal hearing of the Disciplinary Authority. After considering all these things, the Disciplinary Authority passed an order of dismissal under Ex. W11. From all these things, it is seen that the delinquent employee Sri K. Chandrasekaran the concerned workman has not disputed the events mentioned in the charge. The fact of borrower Muthuswamy met the charge sheeted employee on 29-11-96 and 6-12-96 and his preparation of bogus credit slip dated 6-12-96 under Ex. M2 have not been disputed by him. Further it is seen from the enquiry proceedings that he has been given sufficient opportunity to put forth his defence effectively. He has availed the same and has examined four more witnesses apart from himself duly assisted by a defence representative in the departmental enquiry. So under such circumstances it cannot be said that the Enquiry Officer has given a perverse finding and the Disciplinary Authority as well as the Appellate Authority have not considered properly the materials available by way of evidence in the domestic enquiry. On the other hand, it is seen from records that the Enquiry Officer, Disciplinary Authority and the Appellate Authority have not acted in violation of principles of natural justice while dealing with the case of this concerned workman Sri K. Chandrasekaran. So under such circumstances, it is seen that the action of the Management Syndicate Bank is justified in dismissing the workman Sri K. Chandrasekaran from the bank services as a steno of Pollachi branch. So the concerned workman is not entitled to any relief. Thus, the point is answered accordingly.

6. In the result, an award is passed holding that the Management of Syndicate Bank is justified in dismissing Sri K. Chandrasekaran, Steno of Pollachi branch from service. Hence, the concerned employee/workman is not entitled for any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 27th August, 2001.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

On either side : None.

DOCUMENTS MARKED :

For I Party/Claimant :

Ex. No. Date Description

W1 10-12-96 Xerox copy of the memo to the Petitioner by the Management.

W2 17-12-96 Xerox copy of the suspension order of the Management to the Petitioner.

W3 19-12-96 Xerox copy of the letter from the Management to the Petitioner.

W4 11-2-97 Xerox copy of the Charge sheet from the Management to the Petitioner.

W5 4-4-97 Xerox copy of the letter of Petitioner to the Management.

W6 22-9-97 Xerox copy of the enquiry proceedings.

W7 9-5-98 Xerox copy of the Enquiry Officer's report.

W8 18-5-98 Xerox copy of the letter of Petitioner to the Management.

W9 18-6-98 Xerox copy of the show cause notice by the Management to the Petitioner.

W10 24-6-98 Xerox copy of the minutes of personal hearing of the Disciplinary Authority.

W11 15-7-98 Xerox copy of proceedings of the Enquiry Officer.

W12 15-7-98 Xerox copy of the dismissal order.

W13 16-7-98 Xerox copy of the appeal preferred by the Petitioner before the Appellate Authority.

W14 9-9-98 Xerox copy of the minutes of the personal hearing of the Appellate Authority.

W15 5-10-98 Xerox copy of the final proceedings of the Appellate Authority.

W16 6-10-98 Xerox copy of the letter of Dy. Personnel Manager to the Petitioner enclosing there with proceeding of General Manager.

W17 28-10-98 Xerox copy of the postal cover sent by RPAD.

For the II Party|Management :

Ex. No. Date Description

M1 7-12-96 Xerox copy of the letter from Sri Muthusamy to the Management.

M2 6-12-96 Xerox copy of the counterfoil of credit slip for Rs. 4,400.

M3 7-12-96 Xerox copy of counterfoil of credit slip.

M4 7-12-96 Xerox copy of the credit slip for Rs. 4400.

M5 6-12-96 Xerox copy of the Cashier's scroll.

M6 6-12-96 Xerox copy of Cash Officer's scroll of 1984.

M7 6-12-96 Xerox copy of single lock book (OB 1714) LF 252.

M8 7-12-96 Xerox copy of Cashier's Scroll.

M9 7-12-96 Xerox copy of Cash Officer's scroll.

M10 7-12-96 Xerox copy of Cashier's scroll.

M11 7-12-96 Xerox copy of the ledger folio of Sri Muthusamy PSL CGC 70/85 (LF No. 84, 168).

M12 Nil Xerox copy of L.F. No. 38 and 39 and 34, 35 showing DICGC claims ledger accounts in respect of Sri R. Muthusamy.

M13 Nil Xerox copy of suspense account L.F. No. 48.

M14 7-12-96 Xerox copy of OP 167 of Pollachi branch in respect of Suspense Head of Account.

M15 6-12-96 Xerox copy of the Day Book Ledger (1740) Folio No. 202 and 203.

M16 7-12-96 Xerox copy of Day Book Folio 202 and 203.

M17 Nil Xerox copy of General Ledger Folio No. 222 of Pollachi Branch in respect of suspense (others) Head of Account.

M18 Nil Xerox copy of B-23 attendance register of November and December, 1996.

M19 Nil Xerox copy of Ledger Folio No. 2/4773 and 3155-82 pertaining to S.B. A/c. 20-02 of the Petitioner.

M20 Nil Xerox copy of the cheque return register showing entry of 15-11-95 and 27-2-96 in respect of returned cheques issued to Petitioner.

M21 Nil Xerox copy of the H.O. Circular No. 80/88 and 90/96.

M22 Nil Xerox copy of letter of Syndicate Bank, Pollachi Branch issued to the Petitioner.

M23 Nil Xerox copy of the inspection report of Sri Krishnan, Deputy Inspector.

नई दिल्ली, 3 अक्टूबर, 2001

का.सं. 2915:— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबंध निवृत्तों और उनके कर्मचारियों के बीच, अनुबंध में निवृत्त औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-10-2001 को प्राप्त हुआ था।

[फा.सं.एल-12012/235/97-आई.भार. (बी-1) ]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 3rd October, 2001

S.O. 2915.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 1-10-2001.

[F. No. L-12012/235/97-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NAGPUR

PRESENT:

Shri B. G. Saxena, Presiding Officer.  
Reference No. CGIT/171/2000

State Bank of India, Bhandara Branch.

AND

Naresh Indal Rangari.

AWARD

The Central Government, Ministry of Labour, New Delhi, by exercising the powers conferred by clause (d) of Sub Section (1) and Sub Section 2 (A) of Section 10 of the Industrial Dispute Act, 1947 has referred this dispute for adjudication vide order No. L-12012/235/97/IR(B-1) dated 5-6-98 on the following schedule.

SCHEDULE

"Whether the action of the management of State Bank of India, through its Asstt. General Manager, (II). Dy. General Manager, Region-I Zonal Office, S. V. Patel Marg, Nagpur, The Branch Manager, Bhandara Branch, in terminating the services of Shri Naresh Indal Rangari, w.e.f. 20-3-95, is legal, proper and justified? If not, to what relief the said workman is entitled?"

The workman Naresh Indal Rangari has submitted statement of claim that he was appointed Messenger in Class-IV cadre at Bhandara Branch, State Bank of India in January, 92. He had worked for more than 1000 days continuously from April, 92 to 20-3-95. He was working in Bhandara Branch of State Bank of India for about 3 years and had therefore, worked for more than 1000 days. His termination of service w.e.f. 20-3-95 was illegal and unjustified.

He has also given the details of working days as under:

23-1-92 to 22-1-93—290 days.

23-1-93 to 22-1-94—341 days.

23-1-94 to 22-1-95—331 days.

The workman further claimed that he was getting monthly salary and his payment of salary was credited in the State Bank Account of Bhandara Branch of S.B.I.

He was appointed against clear vacancy. In the year 1992 two persons namely Shri Gond and Shri Lute had retired. In 1993 one permanent Messenger Shri Atkari had died. He was doing the work of taking out the Ledgers and keeping them in Cupboard, sorting vouchers, taking instruments and Register for payment to Cashier, distributing of vouchers, attending Post Office, distributing L.A.C. intimations and distributing Local Dak, which are the duties of regular nature.

As he had worked for more than 240 days in each calendar year from 1992 to January, 1995, his service should have been regularised. He was not paid any compensation for retrenchment Under Section 25(F) of Industrial Dispute Act.

After his termination some junior employees namely Rajesh Maruti Neware, Kishan Mahadev Lilare, Pyarelal Shankar Bhute, Jagdish B. Kirnapure were appointed. His termination is illegal and he should be reinstated with full back wages.

The management of State Bank of India in their W.S. stated that the workman was employed on temporary basis due to exigencies of circumstances and on account of urgent need. It is also admitted by the Bank that he worked as Messenger and Sweeper. Sometimes he worked for full day and sometimes for part of the day.

The Bank management stated that according to the settlement between the Federation of State Bank of India Employees Association and the management of State Bank of India through agreement dated 17-11-87 the temporary employees and daily wage workers and casual employees were considered for permanent appointment. A list of such employees was prepared in 1992 and the name of workman Naresh Rangari figured in that list at Serial No. 11. It is further mentioned that the list has exhausted on 31-3-97. The workman therefore has no claim for regularisation.

From the side of workman the statement of the workman Shri Naresh Rangari was recorded. He was cross examined on 5-2-2001. From the side of management Shri V. S. Kumar was examined by the bank. His cross examination was recorded on 14-6-2001. Both the parties have submitted documents. The representative of the workman and the representative of the State Bank of India have also submitted their written Arguments. The arguments were also heard orally.

I have considered the entire Oral and Documentary evidence on record and the arguments of the parties.

Workman has submitted the copy of Register maintained by State Bank of India, Bhandara showing the attendance of the workman from 6-4-92 to 30-11-94. These documents Ex. W-1 Annexure A shows that the workman had been attending the duties of the Bank from 10.30 A.M. to 6.30 P.M. He was paid for Sundays and other holidays also. These documents bear the seal and signature of the officers of the State Bank of India.

The workman has also submitted certificate issued by Branch Manager, State Bank of India, Bhandara dated 25-4-94. In the year 1992 Naresh Rangari worked from 6-4-92 to 31-12-92. His working days were 268 days during this year. In 1993, from 1-1-93 to 31-12-93 he worked for three hundred forty one and an half day (341 & 1/2). From 1-1-94 to the date of issue of this certificate dated 25-4-94 he had worked for 115 days. This letter bears the signature of Branch Manager.

Another letter dated 21-4-95 has been filed by the workman. In this letter it is shown that Naresh Rangari had worked as Messenger from 6-4-92 to 24-3-95 in State Bank of India, Bhandara Branch. He worked as under :

6-4-92—31-12-92—268 days.

1-1-93—31-12-93—341 days.

1-1-94—31-12-94—331 days.

1-1-95—24-3-95—67 days.

The Branch Manager of S.B.I. has therefore certified the attendance of this workman from 6-4-92 to 24-3-95. The total number of working days was 1007 (one thousand seven) days. The above certificate issued by the Branch Manager to Naresh Rangari shows that he was working continuously from 6-4-92 to 24-3-95. He was therefore working as a Regular Employee. The above documents also show that he had been working for full working days in each month and was getting his regular salary as Messenger. The management has not explained any reason as to why his service was terminated orally w.e.f. 20-3-1995.

The Bank management had not given any notice for termination of his service.

The statement of Shri V.S. Kumar, officer of the bank that Naresh Rangari did not work continuously for 240 days, is therefore baseless.

In his cross examination the officer of the Bank Shri V. S. Kumar also stated that in view of the settlement between the Federation of the State Bank Staff Employees Association and the management of the Bank a Waiting List for regularisation of services of Temporary and Casual Workers was prepared. In that list the name of Naresh Rangari was at Serial No. 11. His name was mentioned in the Waiting List after taking his interview. This witness Shri V. S. Kumar further says that he does not know how many persons of this Waiting List were given employment by the Bank.

The workman in his statement on 5-2-2001 has stated that the Waiting List was prepared in 1992. His name was in that Waiting List at Serial No. 11. He has also stated that he was appointed as Messenger against permanent vacancy caused by the retirement of V. P. Gond and S. Lute.

From the above documentary and oral evidence on record it is clear that Naresh Rangari had worked for more than 240 days continuously in each calendar year from January, 1992 to 20-3-95. His termination therefore was illegal.

The name of Naresh Rangari was also in the Waiting List prepared in 1992. His termination on 20-3-95 was also unjustified. This list was to be kept alive upto 31-3-97 and according to the settlement between the Federation of the State Bank of India Employees Association and the management of State Bank of India, he could be absorbed against permanent vacancy upto 31-3-97. In these circumstances also the termination of Naresh Rangari w.e.f. 20-3-95 was illegal and unjustified. He, therefore, should be reinstated w.e.f. 20-3-95.

#### ORDER

The action of the management of State Bank of India through its Assistant Manager and Deputy General Manager, Region-1, Zonal Office, S. V. Patel Marg, Nagpur, the Branch Manager, Bhandara Branch in terminating the services of Naresh Rangari w.e.f. 20-3-95 is not legal, proper or justified. His termination from service was illegal and he is directed to be reinstated in service as Messenger w.e.f. 20-3-95.

The workman had been engaged in some other employment during this period after 20-3-95, so he is not entitled to any back wages.

The workman is not entitled to any other relief.

The reference is answered accordingly.

Date : 12-9-2001.

B. G. SAXENA, Presiding Officer

नई दिल्ली, 3 अक्टूबर, 2001

का.प्र. 2916.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संवद

नियोक्ताओं और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार की 1-10-2001 को प्राप्त हुआ था।

[फा.सं.एन-12012/257/99-आईआर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 3rd October, 2001

S.O. 2916.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 1-10-2001.

[F. No. L-12012/257/99-IR(B-I)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NAGPUR

#### PRESENT :

Shri B. G. Saxena, Presiding Officer

REFERENCE NO. CGIT/45/2000

Assistant General Manager, State Bank of  
India

AND

R. S. Vaidya

#### AWARD

The Central Government, Ministry of Labour, New Delhi, by exercising the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Dispute Act, 1947 has referred this dispute for adjudication vide order No. L-12012/257/99/IR(B-I) dated 09-11-99 on the following schedule.

#### SCHEDULE

“Whether the action of the management i.e. Asstt. General Manager, Region-II, Zonal Office, Nagpur in imposing punishment of cancellation of increment to Shri R. S.

Vaidya, State Bank of India, Branch Ballarpur, Distt. Chandrapur is legal, proper and justified? If not, to what relief, the workman is entitled and from which date? What other directions are necessary in the matter?”

The workman R. S. Vaidya has submitted statement of claim that he was working as Typist-Clerk, State Bank of India on 27-11-75. Another co-employee H. A. Gundawar was also working in the same bank at about 10.45 A.M. His chair was at a distance of 20 feet from the chair of H.A. Gundawar in the same room. While he was talking with other employees in the Bank, Gundawar came to his counter and started beating him with Chappal and abused him. He gave written complaint to the Branch Manager of the bank Shri P. S. Tikle same day. He along with five others employees also moved application to the Regional Manager, State Bank of India, Region-III, Mumbai on 27-11-75 regarding this occurrence. He also mentioned that the Branch Manager is favouring H.A. Gundawar.

On 26-05-76 the Branch Manager passed the order that pending completion of enquiry against him, his annual increment will not be granted. Chargesheet was issued to him on 25-08-76 and his explanation was called. 16-09-76 was fixed in the enquiry. The enquiry was concluded on 16-09-76. Second show cause notice was issued to him on 17-12-77 and the stoppage of three increments was proposed by the Enquiry Officer. He submitted his reply on 03-01-78. However the disciplinary authority passed the order on 27-04-78 that his two increments due on 23-01-78 and 23-01-79 shall be stopped and an adverse remark will be entered in his service record.

On 27-06-78 he filed appeal and the Chief Regional Manager, Nagpur vide order dated 03-10-78 reduced his punishment that in place of two increments his one increment will be stopped.

Feeling aggrieved this order he raised this dispute before A.I.C. Ministry of Labour vide order dated 09-11-99 referred the dispute to C.G.I.T. Court No. II at Mumbai.

This file was received in this Court in April, 2000. The statement of workman, Ramesh son of Sakharan Vaidya was recorded in this Court on 27-02-2001. From the



side of management Harish Chandra Gundawar, Manager of S.B.I. was examined. His cross examination was recorded on 17-04-2001.

Both the parties have submitted documents and Written Notes of arguments. The representative of both the parties also argued the case orally.

Advocate S. N. Kumar has argued the case for the Bank. The advocate for the workman also argued the case orally.

I have considered the entire Oral and Documentary evidence produced by the parties and have considered their arguments.

In cross examination on 27-02-2001 the workman stated that he was appointed as Typist-cum-Clerk since 23-01-71. The punishment of stoppage of one increment was passed in 03-10-78. At the time of alleged occurrence i.e. 27-11-75 he was the Secretary of the union of the State Bank of India employees. He further stated that H.A. Gundawar had beaten him on 27-11-75. He was also found guilty of creating indiscipline by beating him in the office and had submitted his reply to the chargesheet issued against him on 25-08-76. H.A. Gundawar was punished by issuing a warning to him. No other punishment was awarded to him. Whereas his one increment has been stopped. The punishment awarded to him is discriminatory.

Shri Harish Chandra Gundawar the witness of the management stated that on 27-11-75 R. S. Vaidya was the Secretary of the workers union. He and R. S. Vaidya were working as Clerk in the same Branch. H. A. Gundawar further stated in his statement that R. S. Vaidya was not cooperating with the management in the work of the Bank. He was the President of the workers union and R. S. Vaidya was the Secretary. He had differences of opinion with R. S. Vaidya regarding the working of the union. R. S. Vaidya beat him in the room of the office of the Bank on 27-11-75 between 10.30 A.M. and 11.00 A.M.

He used to work in the office for a longer time. He used to come to the office early and continue to work even after 5.00 P.M. R. S. Vaidya threatened him and asked him not to work beyond office hours. On the direction of the Branch Manager he used to come early and worked even in late hours in the evening.

The timings of the Bank were 10.45 A.M. to 5.45 P.M.

On the alleged day i.e. 27-11-75 he had come to the office of the Bank at 10.30 A.M. Ramesh Vaidya came to the office of the Bank at 10.45 A.M. or 11.00 A.M. R. S. Vaidya started watching who has come early and finding him sitting and working, he started beating him at 10.45 P.M. It is suggested to this witness that to save himself from the punishment of causing injury to R. S. Vaidya, he gave complaint against R. S. Vaidya and submitted his explanation on 06-09-76. In that explanation dated 06-09-76, H. A. Gundawar had accepted his mistake and confessed the guilt. H. A. Gundawar has admitted in cross examination that this letter dated 06-09-76 bears his signature. In this case the workman has only restricted his claim to the quantum of punishment awarded to him. His main grievance is that when H. A. Gundawar is punished for assaulting him and has been awarded the punishment of warning only, then the action of management for stopping his one increment for the same act in the same occurrence is discriminatory.

I have considered the fact and arguments and evidence on record. The application moved by R. S. Vaidya and five others to the Regional Manager, State Bank of India, Region-III, Mumbai dated 27-11-75 clearly shows that R. S. Vaidya was not having good relations with Branch Manager. Even prior to this reference on 24-09-75 at 5.00 P.M. Branch Manager P. S. Tikle and R. S. Vaidya had exchange of hard words. H. A. Gundawar was having close relations with Branch Manager, P. S. Tikle.

The letter dated 26-05-76 issued by Branch Manager P. S. Tikle to R. S. Vaidya workman also shows that before the completion of enquiry Shri P. S. Tikle had passed the order that annual increment will not be granted to R. S. Vaidya, workman.

The application dated 06-09-76 of H. A. Gundawar in response to the charges framed against him through chargesheet dated 25-08-76 it is evident that H. A. Gundawar had regretted for the incident which happened on 27-11-75 in Branch of the State Bank while he i.e. H. A. Gundawar and R. S. Vaidya were on duty. The letter dated 06-09-96 of R. S. Vaidya shows that he had not accepted the charge and had alleged that H. A. Gundawar had assaulted him in the



Bank Premises without any reason. From the above explanation of H. A. Gundawar and R. S. Vaidya it is evident that both these Clerks were facing the same charges. It appears that H. A. Gundawar accepted the charges so he was punished for his misconduct by awarding punishment of warning only. The workman R. S. Vaidya did not accept the charge so the Branch Manager passed the order on 26-05-76 that increment due to him will not be granted.

The above order dated 26-05-76 therefore shows that the punishment was awarded to R. S. Vaidya even before the concluding of the enquiry.

This act of the management was discriminatory.

When H. A. Gundawar and R. S. Vaidya both have committed the same offence and the guilt was proved against them, their should have not been different standards for awarding punishment.

In the above circumstances the appellate authority also reduced the punishment from stoppage of three increments to one increment.

The order through which the punishment was awarded for stoppage of two increments in place of three increments also shows that the adverse remark was also recorded in the Service Book of R. S. Vaidya. This remark would have also affected adversely on the promotional channel of workman.

The statement of the workman, R. S. Vaidya shows that he has opted for voluntary retirement and stoppage of one increment will affect on his pension Emolument also. Considering the above circumstances and evidence, the punishment awarded to the workman i.e. the stoppage of one increment is discriminatory with regard to the punishment awarded to H. A. Gundawar for the same offence.

In view of the above facts and evidence, the action of the management i.e. Assistant General Manager, Region-II, Zonal Office, Nagpur in imposing punishment of stoppage of one increment to R. S. Vaidya, State Bank of India, Branch Ballarpur, Distt. Chandrapur is not legal or proper. As the punishment awarded to the workman is not justified, the

management is directed to pay regular increments to the workman R. S. Vaidya as and when they became due to him.

The consequential benefits arising from the adjustment of the above one increment shall also be paid to him. The workman is therefore entitled to the above relief claimed by him.

### ORDER

The action of the management i.e. Assistant General Manager, Region-II, Zonal Office, Nagpur in imposing punishment of stoppage of one increment to R. S. Vaidya State Bank India, Branch Ballarpur, Distt. Chandrapur is not legal or proper.

The order of punishment dated 27-04-78 of the management is set aside and the management is directed to pay the arrears of stoppage of one increment along with consequential benefits that have accrued to the workman by making adjustment in his pay and other emoluments from the due date.

The reference is answered accordingly.  
Dated 14-9-2001.

B. G. SAXENA, Presiding Officer

नई दिल्ली, 3 अक्टूबर, 2001

का.आ. 2917.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के प्रन्तुर्ण में, केन्द्रीय सरकार स्टेट बैंक ऑफ़ बीकानेर एंड जयपुर के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-3-2001 को प्राप्त हुआ था।

[का.सं.एल-12012/468/2000-आई.आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 3rd October, 2001

S.O. 2917.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Bikaner and Jaipur and their workman, which was received by the Central Government on 1-10-2001.

[No. L-12012/468/2000-IR(B-I)]

AJAY KUMAR, Desk Officer

## ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT, JAIPUR

No. CGIT-11/2001

Reference No. L-12012/468/2000/IR(B-1)

dated, 05-02-2001

General Secretary,  
Akhil Bhartiya SBBJ Karmachari Sangh.  
59, Patel Colony, Sardar Patel Marg,  
C-Scheme, Jaipur,  
Rajasthan.

... Petitioner.

Versus

The Managing Director,  
SBBJ Head Office, Tilak Marg,  
C-Scheme, Jaipur,  
Rajasthan.

... Respondent.

## ATTENDANCE :

For the Petitioner : Shri Praveen Balvada, Advocate,  
Shri J. K. Yogi, Advocate.

For the Respondent : Shri Anurag Agarwal,  
Advocate.

Date of Award: 10-9-2001.

## AWARD

The Central Government vide order mentioned above has referred the following dispute under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as the Act, 1947) for adjudication :

## SCHEDULE

"Whether the action of the management of State Bank of Bikaner and Jaipur, Jaipur by not giving seniority and other notional benefits to Shri Umesh Chandra Bhardwaj, clerk w.e.f. 15-4-72 keeping in view the decision of the Hon'ble Supreme Court in case of Shri Radheshyam Sharma V/s. State Bank of Bikaner and Jaipur decided by the Supreme Court on 23-4-98 is justified? If not, what relief the workman is entitled and from what date?"

The petitioner General Secretary, Akhil Bhartiya SBBJ Karmachari Sangh (hereinafter referred as the Sangh) filed the statement of claim stating that Shri Umesh Chandra Bhardwaj was appointed by Respondent Bank (hereinafter referred as the Bank), on 15-4-1972 on temporary basis against permanent vacant post in Karauli Branch. His temporary appointment continued from time to time an overall period of 280 days. The Bank called Mr. Bhardwaj for written test on 29-10-72 for permanent cadre. On passing the written test, interview was held and list of successful candidatures was declared in which his name was also included but no permanent appointment was given to him. Thereupon he raised the industrial dispute before Assistant Labour Commissioner (Central), Jaipur and as a consequence thereof as per settlement

dated 29-9-87 he was appointed in the clerical cadre on 4-11-87 in the pay scale of Rs. 520—1660. It was further stated that Hon'ble Supreme Court in Civil Appeal No. 1337/1998 Radheshyam Sharma Vs. State Bank of Bikaner and Jaipur, Jaipur held as under :—

"The appellant was entitled to be appointed in 1974, we allow this appeal and the appellant will be deemed to have been appointed in 1974 when the appellant been selected. In view of such appointment with effect from 1974, the seniority of the appellant will have to be reckoned and all benefits flowing from such notional appointments will have to be given to him. But so far as back wages are concerned, we are not inclined to allow the same. We, however award a cost of Rs. 50,000 in favour of the appellant in this appeal."

After passing of the above judgment by the Apex Court Mr. Bhardwaj made a representation to Bank on 3-10-98 bringing to its notice that the facts and circumstances in Radheshyam's case are identical to his case and the judgment of the Apex Court being the law of the land as such consequential benefits inclusive of seniority be awarded to him. The Bank paid no heed to the request hence a dispute was raised before the settlement officer and the matter having not been settled before the settlement officer the dispute has been referred to the Tribunal for adjudication. It was prayed that Mr. Bhardwaj may be deemed to be appointed on 15-4-72 the day he was appointed on the basis of recruitment test held on 29-10-72 and interview held on 19-7-73. The benefit of seniority may also be given to him and all benefits may be allowed flowing from notional appointments. Moreover suitable cost may also be awarded to him.

In reply to the claim the Respondent stated that Mr. Bhardwaj was engaged on temporary basis in the Bank in broken periods from 15-4-72 to 13-8-75 for 280 days. He raised an industrial dispute, which ended in failure in conciliation on 12-6-87. He again approached Assistant Labour Commissioner (Central), Jaipur on 1-9-87 to persuade the Bank to reinstate him without back wages, as the dispute was 10 years back. After a long discussion both the parties agreed for reinstatement of Mr. Bhardwaj as per the terms of the settlement, the relevant portion of which is reproduced as under :—

- (i) The management of State Bank of Bikaner and Jaipur has decided to offer employment to Shri U. C. Bhardwaj in the clerical cadre.
- (ii) The appointment of Shri Bhardwaj in clerical cadre will be a fresh appointment but he will be fresh appointment but he will be given the usual increments of graduation, if applicable in his case. He may also be given increment for the temporary period of service for the temporary period of service for the actual number of days.
- (iii) No back wages will be payable to Shri Bhardwaj and he will give an undertaking to this effect, Shri Bhardwaj was declared successful for appointment in the clerical

cadre on the basis of written test held on 29th October, 1972 as well as subsequent interview but he could not come within the required merit vis-a-vis the number of declared vacancies. In view of foregoing, milking him through another recruitment has been waived.

- (iv) After the agreement Shri U. C. Bhardwaj nor the Union on his behalf will raise any industrial dispute of any nature at any forum."

It was denied that the case of Shri Umesh Chand Bhardwaj is similar to the case of Mr. Radheshyam Sharma. It was stated that Shri Radheshyam Sharma was appointed vide the Court's Order while Shri Bhardwaj entered in the Bank's service vide settlement. The judgment of the Apex Court in Radheshyam's case is not the judgment in rem. The settlement being binding the Union is estopped to make the said claim.

On behalf of the petitioner the order of Apex Court in Civil Appeal No. 1337/98 Radheshyam Sharma versus State Bank of Bikaner and Jaipur, dated 23rd April, 1998 was filed. On behalf of the Respondent minutes of the settlement arrived between management and the Union before ALC were filed. Both the parties admitted these documents and they did not put any other evidence.

Arguments on behalf of representative of the petitioner and learned counsel of respondent were heard.

The only point for determination is to whether Shri Umesh Bhardwaj is entitled to the benefit of seniority and other notional benefit's w.e.f. 15-2-72 in view of the decision of the Apex Court in case of Radheshyam Sharma V/s. State Bank of Bikaner and Jaipur. The order dated 23-4-98 passed by the Apex Court in Civil Appeal No. 1337/1998 Radheshyam Sharma V/s. General Manager, SBBJ is being reproduced below :—

"Having considered the facts and circumstances of the case and hearing learned counsel for the parties, it appears to us that the appellant was although selected had not been appointed by the respondent bank for which the appellant had to institute the suit. The suit was decreed in favour of the appellant. Interim stay was granted by the Trial Court and also by the lower appellate court on an understanding that in the event of appellant's success in the proceedings, the arrears of salary should be paid to the appellant. Upto the High Court, the appellant has succeeded so far right to be appointment is concerned. The appellant feels aggrieved, as the High Court has only directed for the appointment of the appellant from 1st January, 1986 and not with effect from the date when others were appointed on the basis of the selection in 1974. As it appears to us that the appellant was entitled to be appointed in 1974, we allow this appeal and direct that the appellant will be deemed to

have been appointed in 1974 when the appellant had been selected. In view of such appointment with effect from 1974, the seniority of the appellant will have to be reckoned and all benefits flowing from such notional appointments will have to be given to him. But so far as back wages are concerned, we are not inclined to allow the same. We, however, award a cost of Rs. 50,000 in favour of the appellant in this appeal. The said amount of Rs. 50,000 should be paid to the appellant within three months from today. The appeal is accordingly disposed of."

The learned counsel for the petitioner has contended that the case of Mr. Umesh Chand Bhardwaj being similar to the case of Radheshyam, he is entitled to the same benefits, which were granted by the Apex Court in the Radheshyam's case cited above. His contention is that the decision of the Apex Court is binding on all subordinate courts under Article 141 of the Constitution of India. In support of his contention he has cited the following authorities :—

1. AIR 1998 (SC) 1353 Anil Kpmar Neotia Vs. Union of India.
2. AIR 1985 S.C. 621 M/s. Shenoy and Co. Vs. Commercial Tax Officer, Bangalore.
3. (1983) 4 SCC 645 Deena Vs. Union of India.
4. (1990) 4 SCC 207 Krishana Kumar Vs. Union of India.

On the other hand the learned counsel for the respondent has contended that the decision of the Apex Court in Radheshyam's case is not the judgment in rem and is limited to the above case only. He has further contended that the dispute between the appellant and the Bank was settled before the conciliation officer long back vide memorandum of settlement dt. 8-10-87 in compliance of which Mr. Umesh Chand Bhardwaj was given appointment in the Bank. As per the condition laid down in the settlement the Union is estopped from raising the dispute.

There is no dispute that under article 141 of the Constitution of India the law declared by the Apex Court is binding on all courts in India. In the case reported in AIR 1998 (SC) 1353 Anil Kumar Neotia Vs. Union of India in which the case reported in AIR 1963 SC 151 was referred in which it was held that the binding effect of a decision does not depend upon whether a particular argument was considered therein or not, provided that the point with reference to which an argument was subsequently advanced was actually decided. In case reported in AIR 1985 S.C. 621 M/s. Shenoy and Co. Vs. Commercial Tax Officer, Bangalore it was held that Supreme Court's decision is binding on all persons though they were not parties to appeal. It was so held in cases where numerous petitions were disposed off by common judgment and only one appeal was filed. It was observed that the parties to the common judgment could very well have and should have intervened and could have requested the Court to hear them also. They cannot be

heard to say that the decision was taken by the Supreme Court behind their back. In case reported in (1983) 4 SCC 645 Deena Vs. Union of India it was held that the ratio of case can be extended to other identical situation, factual and legal but not mechanically disregarding the rational of that case. In case reported in (1990) 4 SCC 207 Krishana Kumar Vs. Union of India it has been held that when the Court once laid down the principle of law as applicable to certain state of facts, it will adhere to that principle and applied it to all future cases where facts are substantially the same. It is thus the principle of law, which is binding.

Whether a case is identical to another is a question of fact. There is no dispute that Shri Umesh Chandra Bhardwaj appeared in the test held on 29-7-72 by the Bank for regular appointment and was declared successful and was not given appointment in the clerical cadre like Radheshyam who also appeared in the test and was not given appointment. But Radheshyam filed the Civil Suit in Court of Munsif, Jaipur West for declaration that he was entitled to the post of clerical cadre. He also filed application for temporary injunction on which interim relief was granted by the Trial Court and also by the Lower Court Appellate on an undertaking that in the event of appellant's success in the proceedings the arrears of salary should be paid to him (Radheshyam). Upto the High Court the appellant succeeded so far as the right of appointment was concerned. The appellant however felt aggrieved against the decision of the High Court by which the appointment was directed from 1st January, 1986 and not w.e.f. the date which others were appointed on the basis of selection of 1974. The Apex Court found the applicant to be entitled for appointment from 1974 and, therefore, the order dt. 23-4-98 reproduced above was passed and the benefit of seniority and all benefits from such notional appointment were allowed to him. The above order was passed by the Apex Court after adjudication of the right to appointment of Mr. Radheshyam. No such adjudication has taken place in case of Mr. Umesh Chandra Bhardwaj. Supposing Shri Umesh Chandra Bhardwaj might have filed a suit for seeking relief of appointment from the year 1974 after the period of limitation and the suit might have been dismissed on this ground, could he claim the relief on the basis of decision of the Apex Court in Radheshyam's case? In my view he could not. The facts of the petitioner's case therefore, are not identical to the facts of the case of Radheshyam. Moreover the dispute between the petitioner and the Bank was settled long back in 1987 by memorandum of settlement before settlement officer on the basis of which he was given appointment. The settlement has the binding force under Section 18 of the Act, 1947 and the petitioner has already derived the benefit of the settlement, he is, therefore, estopped from raising the dispute.

In view of the above discussion the action of the management of the Bank for not giving seniority and other notional benefit to Shri Umesh Chandra Bhardwaj w.e.f. 15-4-72 cannot be said to be unjustified and Shri Umesh Chandra Bhardwaj is not entitled to any relief.

The copies of the award may be sent to the Central Government under Section 17(1) of the Act, 1947 for publication

Sd./ Illegible,  
Presiding Officer

नई दिल्ली, 28 सितम्बर, 2001

का.आ. 2918.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबंध निरोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिग्रहण सं. 1, धनबाद के पंचत को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-9-2001 को प्राप्त हुआ था।

[का.स.एल-20012/136/2001-आई आर (सी-1)]

एस.एस. गुप्ता, अवसर सचिव

New Delhi, the 28th September, 2001

S.O. 2918.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-I, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 27-9-2001.

[F. No. L-20012/136/2001-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 1, DHANBAD  
In the matter of a reference U/S. 10(1)(d)(2A) of  
the Industrial Disputes Act, 1947.

Reference No. 292 of 2000

PARTIES :

Employers in relation to the management of  
M/s. Bharat Coking Coal Ltd.

AND

Their Workmen.

PRESENT :

Shri S. H. Kazmi, Presiding Officer.

APPEARANCES :

For the Employers.— Shri N. C. Mallik, Advocate.

For the Workman.— Shri N. G. Arun, Organising Secretary, Rashtriya Colliery Mazdoor Sangh (INTUC).

STATE : Jharkhand.

INDUSTRY : Coal.

Dated. the 21st September, 2001.

## AWARD

By Order No. L-20012/136/2000-IR(C-I) dated, the 27th September, 2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Mines Rescue Station Dhansar of M/s. BCCL in dismissing Sri Suresh Kurmi from the services of the company w.e.f. 29-1-99 is justified? If not, to what relief is the concerned workman entitled?"

2. A memorandum of settlement is filed to-day (21-9-2001) duly signed by the representative of the sponsoring union and the representative of the management. I have gone through the terms of the settlement. In my opinion the settlement is fair and proper which has already been accepted by the parties.

3. Accordingly, the award is made in terms of the settlement which shall form part of the award.

S. H. Kazmi, Presiding Officer.

BEFORE THE C. G. I. T. NO. 1 AT DHANBAD

Ref. Case No. 292/2000

Arising out of Order No. L-20012/136/2000-IR(C-I), dated 27-9-2000 of the Appropriate Government.

Employer in relation to Mines Rescue Station of M/s. Bharat Coking Coal Ltd.

Versus

Their Workmen.

Joint submission on behalf of the Parties to the reference case for making of a consented award and thereby to dispose of the reference case.

The humble petition on behalf of the parties to the reference case above-named.

Most respectfully sheweth :—

(1) That subsequent to the making of the reference by the Appropriate Government to this Id. Tribunal, of the industrial dispute for adjudication, a settlement has reached in between the management and the workman in respect of the dispute consequent to the approach in writing made by the concerned workman before the management by representation dated 17-3-2001.

A copy of the said representation of the concerned workman is annexed here to and marked Annexure-I to this application.

(2) That the management after careful examination of the said representation of the concerned workman has agreed to reinstate the concerned workman without payment of any back wages for the period the workman remained idle in view of dismissal from the services of the Company with effect from 28-1-1999.

(3) That however the workman will be given continuity in service and management shall have the

liberty to transfer the concerned workman to other Area on his such reinstatement as duly agreed to by the concerned workman in his representation dated 17-3-2001, made annexure-I to this application.

It is therefore accordingly prayed that in the rendition of an award to the above effect with the consent of the parties the reference case may kindly be disposed of.

And for this act of kindness the parties in jointness shall ever pray.

Sd./-

Superintendent,  
Mines Rescue State  
Dhansar, Dhanbad.  
Part of the award.

Sd./-

Presiding Officer  
Central Govt. Industrial Tribunal  
Cum-Labour Court (No. II),  
Dhanbad

नई दिल्ली, 28 सितम्बर, 2001

का.आ. 2919.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण 1, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-9-2001 को प्राप्त हुआ था।

[फा.सं.एल-20012/544/98-आई आर (सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 28th September, 2001

S.O. 2919.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-I, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 27-9-2001.

[F. No. L-20012/544/98-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference U/S. 10(1)(d)(2A) of  
the Industrial Disputes Act, 1947.

Reference No. 84 of 1999.

PARTIES :

Employers in relation to the management of  
M/s. Bharat Coking Coal Ltd.

AND

Their Workmen.

PRESENT :

Shri S. H. Kazmi, Presiding Officer.

## APPEARANCES :

For the Employers.—None.

For the Workman.—Shri N. G. Arun, Organising Secretary, Rashtriya Colliery Mazdoor Sangh, Dhanbad.

Central Government on 27-9-2001.

[F. No. L-30012/154/98-IR(C-I)]

S. S. GUPTA, Under Secy.

STATE : Jharkhand. INDUSTRY : Coal.

Dated, the 20th September, 2001.

## AWARD

By Order No. L-20012/544/98-C-I dated 17-5-1999 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“क्या बी.सी.सी.एल. के प्रबंधन द्वारा श्री उमेश कुमार सिंह के दुर्व्यवहार के “आरोप में समरी डोसभिमन” विधिवत्, न्याय संगत व उचित है ? में यदि नहीं तो वे किस राहत के पात्र हैं” ।

2. To-day (20-9-2001) Shri N. G. Arun, Organising Secretary, Rashtriya Colliery Mazdoor Sangh, appearing on behalf of the concerned workman, Shri Umesh Kumar Singh, files a petition stating therein that they do not want to contest the present industrial dispute, Shri Singh also prays before this Tribunal to withdraw the case.

3. In view of the above prayer of Shri N. G. Arun, Organising Secretary of the sponsoring union, I render a ‘No Dispute’ Award in the present industrial dispute.

S. H. Kazmi, Presiding Officer

नई दिल्ली, 28 सितम्बर, 2001

का.आ. 2920:— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अधिन ईशिया लिमिटेड के प्रबंधन के संबंध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण जोधपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-9-2001 को प्राप्त हुआ था ।

[फा.सं.एल.-30012/154/98-आई आर (सी-I) ]

एस.एस.गुप्ता, अधीक्षक सचिव

New Delhi, the 28th September, 2001

S.O. 2920.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Jodhpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Oil India Ltd. and their workman, which was received by the

अनुबंध

औद्योगिक विवाद अधिकरण एवं श्रम न्यायालय

जोधपुर

पीठासीन अधिकारी :—श्री राजेन्द्र कुमार चाचाणु आर. एच. जे. एस.

ओ. वि. (केन्द्रीय) सं. :—9/99

दी जनरल सेक्रेटरी, राजस्थान अधिन एम्प्लोईज यूनियन, राजस्थान प्रोजेक्ट

... प्रार्थी 44/2, पी. डब्ल्यू.डी. कालोनी, जोधपुर :

बनाम

डाय. जनरल मैनेजर, अधिन ईशिया लि., 8, रेजीडेन्सी रोड, जोधपुर ।

... अप्रार्थी

उपस्थिति :—

(1) प्रार्थी की ओर से आर. के. त्रिवाठी प्रतिनिधी उप. नहीं

(2) अप्रार्थी की ओर से श्री नरपतसिंह चारण प्रतिनिधी उप.

अधिनिर्णय

01-8-2001

श्रम मंत्रालय भारत सरकार ने अपनी अधिवचना क्रमांक एफ.- 30012/154/98, आई. आर. सी-1 दिनांक 18-5-99 में निम्न विवाद वाले अधिनिर्णय इस न्यायालय को प्रेषित किया है :—

1. क्या राजस्थान अधिन एम्प्लोईज यूनियन की मांग कि राजस्थान प्रोजेक्ट, अधिन ईशिया लिमि. का प्लांट उक्त प्रबंधन के कर्मचारियों द्वारा चलाया जाए न कि ठेकेदार द्वारा, मान्य एवं उचित है ? यदि हां तो इस संबंध में क्या निर्देश दिये जाने आवश्यक हैं ?

2. क्या राजस्थान अधिन एम्प्लोईज यूनियन की मांग कि आन्ध्र प्रदेश में सुविधा 8 कि. मी. के दायरे में सभी स्कूल जाने वाले बच्चों को उपस्थित करवाई जाए, अथवा उन्हें उचित भत्ते द्वारा, प्रतिपूर्णा (कंपनसेट) किया जाए, उचित एवं मान्य है ? यदि हां तो इस संबंध में क्या निर्देश आवश्यक हैं ?

3. क्या राजस्थान अधिन एम्प्लोईज यूनियन की मांग कि राजस्थान प्रोजेक्ट को उसके उत्पाद एवं व्यापक सुविधा पर दृष्टि रखते हुए प्रबंधन के क्षेत्रीय उपक्रम में बदल दिया

जाए तथा उसका प्रोजेक्ट नाम समाप्त किया जाए मान्य एवं उचित है ? यदि हां तो इस संबंध में क्या निर्देश दिए जाने आवश्यक हैं ?

4. क्या राजस्थान ऑयल एम्प्लॉईज यूनियन की मांग कि पानी भत्ता बढ़ाकर विवाहित कर्मचारियों के लिए 250 रुपये प्रतिमाह एवं अविवाहित कर्मचारियों के लिए 200 रुपये प्रतिमाह कर दिया जाए, उचित एवं मान्य है ? यदि हां तो इस संबंध में क्या निर्देश दिये जाने आवश्यक हैं ?

5. क्या राजस्थान ऑयल एम्प्लॉईज यूनियन की मांग कि उन्हें रिमोट लोकैलिटी भत्ता एवं एच. एल. ए. दिए जाए, मान्य एवं उचित है ? यदि हां तो इस संबंध में क्या निर्देश दिये जाने आवश्यक हैं ?

6. क्या राजस्थान ऑयल एम्प्लॉईज यूनियन की मांग कि सुरक्षा गार्डों को साप्ताहिक छुट्टी के बदले उचित प्रतिपूरक भत्ता दिया जाए, मान्य एवं उचित है ? यदि हां तो इस संबंध में क्या निर्देश दिये जाने आवश्यक हैं ?

7. क्या राजस्थान ऑयल एम्प्लॉईज यूनियन की मांग कि वरिष्ठ कर्मचारियों का वेतन सुरक्षित होना चाहिए, मान्य एवं उचित है ? यदि हां तो इस संबंध में क्या निर्देश दिये जाने आवश्यक हैं ?

उक्त रेफरेंस इस न्यायालय में प्राप्त होने पर दर्ज रजिस्टर्ड किया जाकर पक्षकारों को जरिये नोटिस आहूत किया गया। प्रार्थी यूनियन ने अपना मांग-पत्र पेश किया जिसका अप्रार्थी नियोजक की ओर से जवाब प्रस्तुत किया तथा आज यह प्रकरण प्रार्थी के शपथ-पत्र प्रस्तुत करने हेतु सुनिश्चित है दिनांक 24-2-2001 से यह प्रकरण प्रार्थी यूनियन के शपथ-पत्र प्रस्तुत करने हेतु सुनिश्चित है, लेकिन प्रार्थी की तरफ से 24-2-2001 से लेकर आज तक प्रार्थी की तरफ से कोई शपथ-पत्र प्रस्तुत नहीं किया गया न ही प्रार्थी यूनियन की तरफ से कोई प्रतिनिधि हो उपस्थित हो रहा है। प्रार्थी यूनियन की तरफ से दिनांक 5-8-99 को प्रतिनिधि श्री आर. के. त्रिपाठी हाजिर हुए थे मांग-पत्र पेश किया जिस पर 26-10-99 सुनिश्चित की गई, दिनांक 24-10-99 को अप्रार्थी को मांग-पत्र की नकल दी गई व प्रार्थी प्रतिनिधि उपस्थित आए तत्पश्चात् पत्रावली बान्से जवाब मांग-पत्र 10-12-99 सुनिश्चित की गई, दिनांक 10-12-99 से लेकर आज तक प्रार्थी की ओर से कोई प्रतिनिधि उपस्थित नहीं हो रहा है। ऐसा प्रतीत होता है कि प्रार्थी यूनियन इस प्रकरण को आगे चलाने में रुचि नहीं रखती है तथा उनके व अप्रार्थी के मध्य अब कोई विवाद शेष नहीं रहा है तथा काफी अवसर दिये जाने के बाद भी शपथ-पत्र मांग-पत्र के समर्थन में पेश नहीं किया जा रहा है। अतः समस्त तथ्यों एवं परिस्थितियों को देखते हुए इस प्रकरण में “कोई विवाद नहीं रह जाने का अधिनियम” (नोडिस्पयुट एवार्ड) पारित किया जाता है।

इस अधिनियम को प्रकाशित करने के लिये श्रम मंत्रालय भारत सरकार को भिजवाया जावे।

राजेश कुमार जाजण, न्यायाधीश  
यह अधिनियम आज दिनांक 01-8-2001 को खले न्यायालय में हस्ताक्षर कर सुनाया गया।

नई दिल्ली, 3 अक्टूबर, 2001

का. आ. 2921.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वेस्टर्न रेलवे, अजमेर के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-10-2001 को प्राप्त हुआ था।

[फा. सं. एल-41012/29/2000—आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 3rd October, 2001

S.O. 2921.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Western Railway, Ajmer and their workman, which was received by the Central Government on 1-10-2001.

[F. No. L-41012/29/2000-IR(B-I)]

AJAY KUMAR, Desk Officer

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय  
जयपुर।

आदेश संख्या :—एल-41012/29/2000/आई. आर.  
(बी-1) 6-7-2000

प्रकरण संख्या :—सी. जी. आई. टी./30/2000  
मदनगोपाल मेहरा पुत्र श्री श्रीलाल मोणा, उम्र लगभग  
63 वर्ष, निवासी मकान नं. 449, जे. पी. नगर,  
सेक्टर-1, मदार, अजमेर।

—प्रार्थी श्रमिक

बनाम

डिविजनल रेल प्रबन्धक, मण्डल कार्यालय, अजमेर।

—अप्रार्थी

उपस्थित :—

प्रार्थी की ओर से श्री सी. डी. शर्मा ।  
अप्रार्थी की ओर से श्री तेजप्रकाश शर्मा ।  
पंचाट दिनांक 12-9-2001

पंचाट

केन्द्रीय सरकार के द्वारा निम्न विवाद औद्योगिक विवाद अधिनियम, 1947 (जिसे बाद में अधिनियम, 1947 कहा गया है ।) की धारा-10 की उपधारा (1) के खण्ड-घ के प्रावधानों के अन्तर्गत उक्त आदेश के जरिए न्यायनिर्णयन हेतु निर्देशित किया गया :—

“Whether the action of the D.R.M., Western Railway, Ajmer in not giving promotion to Shri Madan Gopal Mehra as Chageman (Electrical) w.e.f. 27-7-1990 is legal and justified. If not to what relief the workman concerned is entitled to?”

डिविजनल सेक्रेटरी पश्चिम रेलवे के द्वारा क्लेम प्रस्तुत किया गया जिसमें उल्लेख किया गया कि मदन गोपाल मेहरा (जिसे आगे चलकर प्रार्थी कहा जाएगा ।) विद्युत फिटर ग्रेड-1 (टी. एल.) अजमेर के पद पर कार्यरत था तथा नियमानुसार चार्जमैन (विद्युत) के पद पर पदोन्नति हेतु पूर्ण रूप से योग्य था । अप्रार्थी ने इस पद पर पदोन्नति हेतु अपने पत्र दिनांक 13-6-89 से 7 रिक्तियां निर्धारित की व नियमानुसार मौजूद रिक्त पदों से तीन गुणा संख्या में कुल 21 उम्मीदवारों के नाम लिखित परीक्षा की योग्यता सूची में शामिल किए गए । सूची में प्रार्थी का नाम क्रम संख्या-9, ए. के. तनेजा का नाम क्रम संख्या-14 पर व रामजीलाल मीणा (अ. जा.) वर्ग में क्रम संख्या-1 पर था । पत्र दिनांक 25-7-89 के द्वारा पत्र दिनांक 13-6-89 में घोषित पात्रता सूची में संशोधन कर पुनः लिखित परीक्षा हेतु पात्र व्यक्तियों की सूची जारी की गई तथा इस सूची में प्रार्थी श्रमिक का नाम क्रम संख्या-9, ए. के. तनेजा का नाम क्रम संख्या-14 पर व रामजीलाल मीणा (अ. जा.) का नाम क्रम संख्या-20 पर दर्शाया गया । चार्जमैन (विद्युत) के पद पर पदोन्नति हेतु लिखित परीक्षा दिनांक 26-8-89 को होना निश्चित की गई परन्तु उसे निरस्त कर दिया गया । पुनः पत्र दिनांक 15-11-89 में लिखित परीक्षा दिनांक 2-12-89 को आयोजित किया जाना निश्चित किया गया । दिनांक 2-12-89 को आयोजित की गई लिखित परीक्षा में 4 व्यक्तियों में से मात्र 6 ही परीक्षा में बैठे तथा शेष 15 व्यक्ति अनुपस्थित रहे । परन्तु क्योंकि 3 पद सीधी भर्ती से चयनित प्रशिक्षु विद्युत चार्जमैन के नियुक्ति में भरे जा चुके थे इस कारण पदोन्नति हेतु पदों का पुनः निर्धारण करने हुए 4 पद निर्धारित किए गए व लिखित परीक्षा हेतु 15 अनुपस्थित में से मात्र 4 को ही दिनांक 18-4-90 को आयोजित होने वाली पूरक परीक्षा हेतु पत्र दिनांक 5-4-90 से बुलाया गया । पत्र दिनांक 25-5-90 द्वारा प्रार्थी को मौखिक

परीक्षा के योग्य मानते हुए अन्य व्यक्तियों जैसे गोपाल सिंह भंडार लाल, रामजीलाल मीणा के साथ मौखिक परीक्षा हेतु दिनांक 5-6-90 को बुलाया गया । इस पत्र के द्वारा ए. के. तनेजा को पात्र नहीं मानते हुए मौखिक परीक्षा हेतु आमन्त्रित नहीं किया गया, क्योंकि रिक्तियों की संख्या-7 के स्थान पर 4 होने से मात्र 12 नम्बर तक के ही अभ्यर्थी ही जोन ऑफ कनसीडरेशन में आते थे तथा उसका नम्बर 14 था व वह जोन ऑफ कनसीडरेशन से बाहर था । अप्रार्थी द्वारा जान वृक्षकर बिना किसी कारण के दिनांक 5-6-90 को आयोजित मौखिक परीक्षा निरस्त कर दी गई व पत्र दिनांक 29-5-90 से पुनः दिनांक 12-6-90 को मौखिक परीक्षा हेतु प्रार्थी को उपस्थित होने के आदेश दिए गए, परन्तु पुनः यह परीक्षा निरस्त कर दी गई एवं पत्र दिनांक 21-6-90 द्वारा प्रार्थी व रामजीलाल मीणा का नाम पात्रता सूची से हटा दिया व ए. के. तनेजा जो कि पात्रता सूची में 12 नम्बर तक की बरीयता में नहीं आता था को मौखिक परीक्षा की सूची में जोड़कर मौखिक परीक्षा के लिए बुला लिया गया क्योंकि ए. के. तनेजा संघ का पदाधिकारी था । प्रार्थी ने पत्र दिनांक 6-7-90 प्रस्तुत कर अप्रार्थीगण से पदोन्नति का लाभ देने की प्रार्थना की परन्तु प्रार्थी को पदोन्नति से वंचित कर ए. के. तनेजा को सम्मिलित कर 3 व्यक्तियों को जरिए आदेश दिनांक 27-7-90 व आदेश दिनांक 30-8-90 से चार्जमैन के पद पर पदोन्नत कर दिया । तनेजा का पदस्थापन उदयपुर किया गया था व उसने पदोन्नति का परित्याग कर दिया था परन्तु उसके बावजूद भी प्रार्थी को पदोन्नति नहीं दी गई । आदेश दिनांक 21-6-90 जिसके द्वारा प्रार्थी व रामजीलाल मीणा को पदोन्नति हेतु ली जाने वाली मौखिक परीक्षा की पात्रता सूची से हटाकर उन्हें चार्जमैन के पद पर पदोन्नति से वंचित कर दिया था, के विरुद्ध रामजीलाल मीणा ने एक बाद केन्द्रीय प्रशासनिक अधिकरण, जोधपुर बैंच, जोधपुर के समक्ष ओ. ए. नं. 579/90 प्रस्तुत किया, जिसके निर्णय दिनांक 21-6-91 की पालना में उसे पदोन्नति दे दी गई परन्तु फिर भी प्रार्थी को पदोन्नत नहीं किया गया जबकि उसका मामला रामजीलाल मीणा के मामले के सामन था । अप्रार्थी ने पुनः ए. के. तनेजा को आदेश दिनांक 18-3-92 के द्वारा पदोन्नत किया परन्तु उसके द्वारा पदोन्नति का परित्याग कर दिया गया । प्रार्थी के प्रार्थना करने पर आदेश दिनांक 23-12-92 को उसे तदर्थ रूप से पदोन्नत कर दिया तथा पत्र दिनांक 25-10-93 से पात्र मानते हुए दिनांक 5-11-93 को मौखिक परीक्षा हेतु बुलाया गया तथा आदेश दिनांक 15-3-94 से पदोन्नत किया गया परन्तु यह पदोन्नति उसे दिनांक 27-7-90 से प्रदान नहीं की गई । यह उल्लेख किया गया कि अप्रार्थी का उक्त कृत्य भेदभावपूर्ण व अनुचित श्रम व्यवहार की परिभाषा में आता है । प्रार्थना की गई कि प्रार्थी को चार्जमैन (विद्युत) के पद पर दिनांक 27-7-90 से समस्त लाभों सहित पदोन्नति नहीं दिये जाने संबंधी कथ को अवैध व मनमाना घोषित करने हुए अप्रार्थी



को आदेश दिया जाए कि वह प्रार्थी को चार्जमैन (विद्युत) के पद पर दिनांक 27-7-90 में समस्त लाभों सहित पदोन्नत करे व बकाया वेतन भत्ते व निवानिवृत्ति सम्बन्धी लाभों का पुनः निर्धारण कर शेष राशि का भुगतान 12 प्रतिशत ब्याज सहित प्रार्थी को करे।

अप्रार्थी की ओर से जवाब प्रस्तुत किया गया जिसमें पत्र दिनांक 13-6-89, 25-7-89, 15-11-89, 8-12-89, 5-4-90, 25-5-90, 28-5-90, 21-6-90 व प्रतिलिपि आदेश दिनांक 27-7-90, 30-8-90 को स्वीकार किया गया। यह उल्लेख किया गया कि पत्र दिनांक 5-90 द्वारा प्रार्थी व रामजीलाल मीणा, एम.सी.एफ. को नौशनल बरीयता श्रेणी का लाभ देते हुए चार्जमैन (विद्युत) के पद के चयन हेतु बुलाया था जबकि वे लिखित परीक्षा में सफल नहीं हुए थे। विद्युत चार्जमैन का पद सेफ्टी कैटेगरी के अन्तर्गत आता है जिस कारण प्रार्थी व रामजीलाल मीणा को तत्पश्चात् मौखिक परीक्षा के लिए नहीं बुलाया गया। व गोपाल सिंह व भंवरलाल एवं ए.के. तनेजा को मौखिक परीक्षा हेतु पात्र मानते हुए दिनांक 25-6-90 को मौखिक परीक्षा हेतु बुलाया गया। तनेजा को न बुलाने का दूसरा कारण यह था कि हतिनारायण व कल्याण मल जिनके पात्रता सूची में क्रमांक 8 व 11 थे ने चयन हेतु दिनांक 2-12-89 से पूर्व ही अनिच्छा प्रकट कर दी थी, अतः निम्नानुसार प्रतीक्षा सूची से वरिष्ठता सूची के आधार पर पुनः मौखिक परीक्षा हेतु बुलाया गया। एक बार तनेजा को मौखिक परीक्षा हेतु बुलाए जाने का यह भी था कि वह सर्वप्रथम आयोजित लिखित परीक्षा दिनांक 2-12-89 में सम्मिलित हो चुका था व दिनांक 25-6-90 को मौखिक परीक्षा हेतु बुलाया गया था किन्तु पदों की कमी के कारण एक बार जोन आफ कम्प्लीटेशन से निकाल दिया गया था। प्रार्थी के द्वारा दिनांक 6-7-90 को प्रतिवेदन प्रस्तुत करने से इंकार किया गया। यह भी उल्लेख किया गया कि तनेजा ने उदयपुर पदोन्नति पर अनिच्छा प्रस्तुत कर दी थी जिसके फलस्वरूप उक्त पद पर रामजीलाल मीणा द्वारा प्रस्तुत श्रो.ए. संख्या-579/90 में हुए निर्णय के अनुसार प्रधान कार्यालय के पत्र दिनांक 14-11-86 के अनुसार रामजीलाल मीणा को पदोन्नति पत्र दिनांक 4-6-91 के अनुसार दी गई थी। रामजीलाल मीणा को पदोन्नति प्राप्त पद के विरुद्ध भी गई, जबकि प्रार्थी सामान्य समुदाय से है। वह 1993 के पैन्ल से है। आगे यह भी कथन किया गया कि प्रार्थी को पत्र दिनांक 22-2-91, 23-12-92 के द्वारा तदर्थ आधार पर विद्युत चार्जमैन के पद पर पदोन्नति दी गई थी परन्तु उसने तदर्थ पदोन्नति पर जाने में असमर्थता प्रकट की, जिस पर भंवरलाल को तदर्थ पदोन्नति दी गई।

प्रार्थी की ओर से अप्रार्थी द्वारा प्रस्तुत जवाब का प्रत्युत्तर प्रस्तुत किया गया, जिसमें उसने क्लेम में दायित्व तथ्यों को दोहराया।

क्लेम के समर्थन में प्रार्थी ने स्वयं का शपथपत्र प्रस्तुत किया, जिस पर प्रतिपरीक्षा करने का अवसर अप्रार्थी के 3250 GJ/2001-8.

अभिवक्ता को दिया गया। प्रलेखीय साक्ष्य में प्रतिलिपि पत्र दिनांक 13-6-89, 25-7-89, 15-11-89, 8-12-89, 5-4-90, 25-5-90, 28-5-90, 21-6-90, 27-7-90 क्रमशः प्रदर्श-1, 2, 3, 4, 5, 6, 7, 8, 9 प्रतिलिपि आदेश दिनांक 30-8-90 प्रदर्श-10, प्रतिलिपि आदेश दिनांक 15-3-94 प्रदर्श-11 व प्रतिलिपि असफल वार्ता प्रतिवेदन प्रदर्श-12 व प्रतिलिपि केन्द्रीय प्रशासनिक अधिकरण, जोधपुर चैन्स, जोधपुर श्रो.ए. नं. 579/90 रामजी लाल मीणा बनाम यूनियन ऑफ इण्डिया व अन्य प्रस्तुत किए गए।

अप्रार्थी की ओर से अशोक कुमार शर्मा, कार्यालय अधीक्षक का शपथपत्र प्रस्तुत किया गया, जिस पर प्रतिपरीक्षा करने का अवसर प्रार्थी के अभिवक्ता को दिया गया। प्रलेखीय साक्ष्य में विपक्षी की ओर से प्रतिलिपि पत्र दिनांक 8-1-91 व प्रतिलिपि पत्र रेलवे बोर्ड दिनांक 6-6-80 प्रस्तुत किए गए।

बहुत सुनी गई एवं पत्रावली का अधिलोकन किया गया।

प्रार्थी के विद्वान अधिवक्ता का मुख्य तर्क है कि प्रार्थी का मामला रामजी लाल मीणा के समान है, जिसे सर्वप्रथम पत्र दिनांक 25-5-90 प्रदर्श डब्ल्यू-6 के द्वारा विद्युत चार्जमैन ग्रेड-3 की लिखित परीक्षा में सफल न होने पर भी प्राप्त गुणों में बरीयता के गुण जोड़ने के बाद मौखिक परीक्षा में बैठने हेतु पात्र पाया गया, परन्तु पत्र दिनांक 21-6-90 प्रदर्श-8 के द्वारा प्रार्थी व रामजी लाल मीणा का नाम पात्रता सूची से इसलिए निराला दिया गया कि चार्जमैन का पद सेफ्टी कैटेगरी में आता है व इस कारण मौखिक परीक्षा की पात्रता सूची में नहीं आता। श्रो.ए. नं. 579/90 रामजी लाल मीणा बनाम यूनियन ऑफ इण्डिया व अन्य के मामले में केन्द्रीय प्रशासनिक अधिकरण के द्वारा पारित आदेश दिनांक 21-6-91 में यह निष्कर्ष निकाला गया है कि रामजी लाल मीणा के द्वारा विद्युत चार्जमैन का पद सेफ्टी कैटेगरी के तहत नहीं आता। अप्रार्थी के विद्वान अधिवक्ता का तर्क है कि केन्द्रीय प्रशासनिक अधिकरण के द्वारा उक्त प्रकरण में दिया गया आदेश "Judgment in Personae" है न कि "Judgment in Rem"। इस बारे में यह उल्लेख करना पर्याप्त होगा कि प्रार्थी की ओर से शपथपत्र में यह उल्लेख किया गया है कि उसको व रामजी लाल मीणा को एक ही आदेश के द्वारा पात्रता सूची में विद्युत चार्जमैन के पद के लिए सम्मिलित किया गया व एक ही आदेश के द्वारा दोनों पात्रता सूची में इस कारण निकाल दिए गए कि विद्युत चार्जमैन का पद सेफ्टी कैटेगरी के तहत आता है, इसलिए लिखित परीक्षा में प्राप्त गुणों में बरीयता के गुण नहीं जोड़े जा सकते। अप्रार्थी की ओर से ऐसी कोई साक्ष्य प्रस्तुत नहीं की गई जिससे यह कहा जा सके कि प्रार्थी का मामला रामजीलाल मीणा से किस प्रकार भिन्न है। यह भी उल्लेख करना उचित होगा कि अप्रार्थी के द्वारा उक्त श्रो.ए. में पारित आदेश को किसी उच्च न्यायालय में चुनौती दी गई ऐसा नहीं पाया गया। ऐसी दशा में यह कैसे कहा जा सकता है कि उक्त अधिकरण द्वारा पारित

आदेश में विद्युत चार्जमैन का पद सेफटी कैटेगरी का न पाया जाना "Judgement in Rem" न होकर "Judgement in Personem" है।

प्रार्थी के विद्वान अधिवक्ता ने अन्य कोई बिन्दु बहस के दौरान नहीं उठाया। उक्त परिस्थितियों में रामजीलाल मीणा को उक्त ओ.ए. में पारित आदेश की पालना में विद्युत चार्जमैन के पद को सेफटी कैटेगरी का पद न मानते हुए भी विद्युत चार्जमैन के पद पर पदोन्नति देने व प्रार्थी को पदोन्नत न करना उचित नहीं कहा जा सकता। अप्रार्थी के विद्वान अधिवक्ता ने तर्क दिया है कि प्रार्थी को तदर्थ पदोन्नति दी गई थी, परन्तु उसने स्वीकार नहीं की। तदर्थ पदोन्नति व नियमित पदोन्नति को समतुल्य नहीं कहा जा सकता व इस कारण से यह नहीं कहा जा सकता कि उक्त पद पर नियमित पदोन्नति हेतु प्रार्थी का मामला विचार किये जाने योग्य नहीं था। उक्त परिस्थितियों में अप्रार्थी को निर्देश दिया जाता है कि प्रार्थी के विद्युत चार्जमैन के पद पर पदोन्नति के मामले में इस तथ्य को ध्यान में रखकर नियमानुसार विचार दिया जाय कि उक्त पद सेफटी कैटेगरी का नहीं है। निर्देश का निस्तारण इसी प्रकार किया जाता है।

पंचाट को प्रतिनिधि केन्द्रीय सरकार को अधिनियम 1947 की धारा 17 की उपधारा (1) के अन्तर्गत प्रकाशनाथ प्रेषित की जाए।

ह. अष्टनीय, पीठासीन अधिकारी

नई दिल्ली, 3 अक्टूबर, 2001

का.आ. 2922.— औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुतरा में, केन्द्रीय सरकार वेस्टर्न रेलवे, कोटा, के प्रबंधन के संबंध में निरोधकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1/10/2001 प्राप्त हुआ था।

[फा. सं. एन-41012/67/90-आई आर. (डी यू.) (बी-1)]  
अजय कुमार डैस्क अधिकारी

New Delhi, the 3rd October, 2001

S.O. 2922.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Western Railway, Kota and their workman, which was received by the Central Government on 1-10-2001.

[F. No. L-41012/67/90-IR(DU)/(B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM-LABOUR COURT, JAIPUR  
Case No. CGIT 64/2000

Reference No. L-41012/67/90-IR(DU) dt. 11-9-91  
Divisional Secretary,  
Paschim Railway Karmachari Parishad,  
Kota, ..Applicant Union

V/s

The Divisional Railway Manager,  
Western Railway,  
Kota, ..Non-Applicant.

ATTENDANCE:—

For the Applicant Union : Shri A. D. Grover, Representative.

For the Non-Applicant : Shri Shyam Gupta, advocate.

Date of Award : 29-8-2001.

AWARD

The following dispute was referred by the Central Government to Central Government Industrial Tribunal cum Labour Court, New Delhi for adjudication vide order mentioned above under clause (d) of Sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as the Act, 1947).

SCHEDULE

"Whether the action of the Divisional Railway Manager, Western railway, Kota in terminating the services of Shri Gautam S/o Shri Kandul Gangman under PWI (N.) Kota w.e.f. 21-4-83 is justified? If not, what relief the concerned workman is entitled to and from what date?"

Later on the proceedings in the above case were withdrawn vide order No. L-41012/67/90-IRBI dt. 28-8-2000 and transferred to this Tribunal for adjudication.

The applicant filed the statement of claim stating that he was engaged as casual labour by PWI (N.), Kota in the year 1977 but his Casual Labour Card was prepared from 9-7-79. He was granted temporary Status from 1982 and had served for more than 240 days in the year preceding to the date of his retrenchment i.e. 21-4-83 when he was not taken on duty. The non-applicant engaged the persons junior to the applicant after his retrenchment. No notice or pay in lieu of notice or retrenchment compensation was paid to him before terminating his services. His services were terminated in violation of Section 25 F, G, and H of the Act, 1947. It was proved that the non-applicant may be directed to reinstate him in service with back wages and continuity in service and other consequential benefits.

The non-applicant in reply stated that the applicant was engaged as casual khalasi w.e.f. 4-8-81 and not from the year 1977. It was admitted that the applicant was granted temporary status vide order dt. 30-6-83. Order of temporary status was issued along with other employees after the applicant had left the service on his own accord. It was denied that the applicant was not taken on duty on 21-4-83. It was stated that the applicant left services on 16-4-83

and never reported for duty thereafter and, therefore, the question of retrenchment doesn't arise and provisions of Section 25F of the Act, 1947 are not attracted.

The applicant filed rejoinder to the reply in which he denied that he left the services on his own accord.

On behalf of the non-applicant affidavit of Shri O. P. Tyagi, Chief Clerk in the office of AEN (N), Kota was filed. The learned representative of the applicant was given opportunity to cross-examine him on his affidavit. Copies of certain documents were also filed but the same have not been referred in the statement. On behalf of the applicant no evidence was produced.

Heard the arguments of the representative of the applicant and the learned advocate of the non-applicant.

It has not been denied reply to the claim that the applicant had completed 240 days service in the year preceding to the date of alleged termination of his services i.e. 21-4-83. It was admitted in the reply to the claim that the applicant was engaged w.e.f. 4-8-81. It was stated he did not report for duty after 16-4-83. In affidavit also Shri O. P. Tyagi has not stated that the applicant had not completed 240 days service in the year preceding to 21-4-83. It is thus proved that the applicant had completed 240 days service in the year preceding to the date of alleged termination dt. 21-4-83.

Shri O. P. Tyagi has stated that the applicant had left the service on his own accord on 16-4-83 and did not report for duty thereafter. There is no rebuttal on behalf of the applicant to his statement. There is no evidence that the applicant reported for duty on 21-4-83 and he was not taken on duty. On the other hand there being no rebuttal of the statement of Shri O. P. Tyagi that the applicant did not report for duty w.e.f. 16-4-83 and left job on his own accord, it is not proved that the applicant's services were terminated by the non-applicant w.e.f. 21-4-83. On the contrary it is proved that the applicant left the services on his own accord. The question therefore, of retrenching him from service doesn't arise and the provisions of Sections 25-F, G and H are not attracted.

In view of the above discussion the termination of the services of the applicant cannot be held to be illegal and unjustified and the applicant is not entitled to any relief.

The copies of the award may be sent to the Central Government under Section 17(1) of the Act, 1947 for publication.

Sd./- Illegible,  
Presiding Officer

नई दिल्ली, 3 अक्टूबर, 2001

का.आ. 2923.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में केन्द्रीय सरकार एन. ई. रेलवे, के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट को

प्रकाशित करती है, जो केन्द्रीय सरकार को 1-10-2001 को प्राप्त हुआ था।

[फा. सं. एल-41012/132/98-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 3rd October, 2001

S.O. 2923.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of S. E. Railway and their workman, which was received by the Central Government on 1-10-2001.

[F. No. L-41012/132/98-IR(B-I)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL, NAGPUR  
PRESENT :

Shri B. G. Saxena, Presiding Officer

Reference No. CGIT/57/2000

The Divisional Railway Manager, S.E. Railway.

AND

Shri Hari Bihari.

#### AWARD

The Central Government, Ministry of Labour, New Delhi by exercising the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Dispute Act, 1947 has referred this dispute for adjudication vide order No. L-41012/132/98/IR(B-I) dated 24-2-99 on the following schedule:

#### SCHEDULE

"Whether the action of the management of DRM, S.E. Railway, Nagpur in terminating the services of Shri Hari Bihari, Safaiwala vide order dated 27/28-5-98 is legal and justified? If not to what relief the workman is entitled?"

The workman Hari Bihari has submitted his statement of claim Ex-7 in C.G.I.T., Court No : II at Mumbai on 14-5-99. He has mentioned that he was working as Safaiwala under Carriage Foreman, S.E. Railway, Nagpur. He was a regular employee since 28-9-78. He has been removed from service vide order dated 27/28-5-98. He prayed for reinstatement.

The management of S.E. Railway has stated that he was absent from September, 95. Enquiry was conducted against him and he was removed from service from 23-5-98. He also moved appellate authority.

His appeal was dismissed on 12-2-98. It is mentioned that he was habitual for remaining absent. The affidavit was filed by Hari Bihari on 14-6-2000. He was cross examined on 25-8-2000.

In his affidavit he has mentioned that he was not considered for sick leave and no wages were paid to him. In cross examination the workman stated that he did not receive any letter dt. 11-4-97 i.e. show cause notice. He was further cross examined on 8-11-2000. In cross examination he admitted that due to illness he had not attended the office. He did not mention any where that for how many days he remained absent due to illness. No Medical Certificate has been filed by him. He admitted that the Chargesheet was given to him and he also attended the Departmental Enquiry.

The management has submitted Enquiry Report. It is mentioned that he remained absent from duty 23-10-95 to 14-3-96 without any information. He did not submit any Medical Certificate of illness before the Enquiry Officer. The Chargesheet was issued to him on 28-6-96. The enquiry started from 3-4-97. The workman did not submit any reply to the Chargesheet. He has admitted the charge framed against him. The Enquiry Officer has mentioned that he absented from duty unauthorisedly from 23-10-95 to 14-3-96 is proved beyond doubts against the workman.

The order dated 27/28-5-98 shows that the Divisional Mechanical Engineer, O. S. Sen Gupta has passed the order for his removal from service. The workman was alleged to have committed violation of Rule No. 2.08 and 3(1) which are concerned for maintaining integrity and discipline in the Departmental Rules of S.E. Railway. The charge against the workman regarding his misconduct was proved.

On 23-9-97 the appellate authority confirmed the punishment for removal from service. Vide order dated 4-2-98 ADRM, Nagpur dismissed the appeal. From the above evidence on record it is therefore clear that the workman did not explain any satisfactory reason for his unauthorised absence from 23-10-95 to 14-3-96. In the above circumstances there is no ground to interfere with the findings of the Enquiry Officer.

This Court has the jurisdiction to decide the reference, the domestic enquiry was conducted accordingly to the principles of Natural Justice.

The findings of the Enquiry Officer cannot be considered perverse.

The action of the management of DRM, S.E. Railway, Nagpur in terminating the services of Hari Bihari, workman vide order dated 27/28-5-98 is legal and justified.

#### ORDER

The action of the management of DRM, S.E. Railway, Nagpur in terminating the services of Hari Bihari, Safaiwala vide dated 27/28-5-98 is legal and justified.

The workman is not entitled to any other relief.

The reference is answered accordingly.

Date : 3-9-01.

B. G. SAXENA, Presiding Officer

नई दिल्ली, 3 अक्टूबर, 2001

का.अ. 2924.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वेस्टर्न रेलवे, कोटा के प्रबंधन के संबंध में निजीकरण और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अतिरिक्त/अभियोगालय, जयपुर के पंचाट को प्रकाशित करता है, जो केन्द्रीय सरकार का 1-10-2001 को प्राप्त हुआ था।

[का. सं. एल-41012/149/89-आई.आर. (डी यू) (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 3rd October, 2001

S.O. 2924.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Western Railway, Kota and their workman, which was received by the Central Government on 1-10-2001.

[F. No. L-41012/149/89-IR(DU) (B-I)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

Case No. CGIT 68/2000

Reference No. L-41012/149/89-IR(DU) dt. 3-8-90  
Divisional Secretary,

Paschim Railway Karmachari Parishad,

Kota.

... Applicant Union,

V/s.

The Divisional Railway Manager,  
Western Railway,

Kota.

... Non-applicant.

#### ATTENDANCE :

For the Applicant Union : Shri A. D. Grover,  
Representative.

For the Non-applicant : Shri Shyam Gupta,  
Advocate.

Date of Award : 30-08-2001.

#### AWARD

The following dispute was referred by the Central Government to Central Government Industrial Tribunal-cum-Labour Court, New Delhi for adjudication vide order, mentioned above under clause (d) Sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as the Act, 1947).

#### SCHEDULE

"Whether the action of the D.R.M., Western Railway, Kota is justified inflicting the

punishment on Shri A. D. Grover, HTTE, Kota, by way of withholding the increment without cumulative effect for a period of 6 months from 1-1-89 to 1-6-89? If not, what relief the workman concerned is entitled to?"

Later on the proceedings in the above case were withdrawn vide order No. L-41012/149/89-IR(B-I) dated 28-8-2000 and transferred to this Tribunal for adjudication.

The applicant filed the statement of claim stating that he was on duty in sleeper coach No. 7415 by 19 Dn. nov. 9019 Dn. Dehradun Express on 10-7-87 between Kota to New Delhi. On arrival of the train at Sawaimadhopur Station, some un-authorized passengers entered in sleeper coach No. 7415 from the door near berth Nos. 71 and 72. He got vacated the sleeper coach and thereafter the same passengers entered in the sleeper coach No. 7415 from the door near berth Nos. 7 and 8. He again got vacated the sleeper coach from that side also but one of them again entered in sleeper coach No. 7415 from the door near berth Nos. 71 and 72. The said passenger was under intoxication and failed to show his ticket on demand. He requested him to pay Rs. 24 as railway dues from Kota to Gangapurcity. One Shri Rakesh Garg who was travelling on berth No. 72 intervened and provoked him not to pay the railway dues. After a great persuasion by him he paid Rs. 24 as railway dues for which Excess Fare Ticket for Rs. 24 was issued to him and a memo was given to S.H.O., G.R.P., Gangapurcity for uncalled for interference in dealing with unauthorized and without ticket passengers for Shri Rakesh Garg who was travelling on berth No. 72. But on the persuasion of Government Railway Police Shri Rakesh Garg tendered apology and the matter was subsided there and then at Gangapurcity on 10-7-90 by intervention of G.R.P. staff. Shri Rakesh Garg lodged a false and fabricated complaint against him on which he requested for holding a confronted enquiry and supply of documents vide his application dated 23-11-87 and 11-12-87 but the documents were not supplied to him and the confronted enquiry was fixed for 15-12-87. During the course of confronted enquiry conducted on 15-12-87, he asked to cross examine the complainant, but he showed his inability without supply of the documents as requested vide his applications dated 23-11-87 and 11-12-87. Not only this but he also requested vide his applications dated 24-1-88 to arrange attendance of his witnesses during the course of confronted enquiry, but the non-applicants failed to arrange attendance of his witnesses during the course of confronted enquiry and ultimately the complainant withdrew his unfounded and false complaint during the course of confronted enquiry on 4-2-88. It was further stated that on withdrawal of the complaint the matter should have been dropped but the minor penalty charge sheet was issued to him. On the receipt of the charge sheet he submitted representation to Sr. D.C.S., Kota vide his application dated 3-4-88 requesting for detailed enquiry. In view of the Railway Board's letter dated 11-2-86 in which it has been laid down that even in case of minor penalty cases reasonable opportunity in relation to principles of natural justice should not be denied. His

request however was not acceded to and he was again asked to submit his defence vide letter dated 8-6-88 within 7 days. In response to the above letter dated 8-6-88 he again requested for the detailed enquiry to prove his innocence but instead of acceding to his request the disciplinary authority issued the order of penalty of stoppage of 6 increments without future effect. No reasons were given for not conducting detailed enquiry. The action of disciplinary authority, therefore, tantamounts to denial of principles of natural justice and without application of mind. Against the order of penalty he filed an appeal to the appellate authority vide application dated 16-11-88 but the same was rejected. It was prayed that the order dated 13-8-88 of the disciplinary authority and order dated 13-2-89 of the appellate authority may be quashed and he should paid all his arrears. Along with statement of claim copies of the documents annexures "A" to "J" were also filed.

On behalf of the non-applicant it was admitted that Shri A. D. Grover (hereinafter referred as the delinquent) was on duty on 10-7-87 in sleeper coach No. 7415 of Dehradun Express. As regards entry of un-authorized passengers in the above coach it was stated that the facts are within the specific knowledge of the delinquent. It was however stated that it is the duty of conductor on duty not to allow unauthorized passengers in the coach. The applicant could have bolted the door from both sides and stood on the door on other side to restrict authorized passengers entering the coach. It was also admitted that Shri Rakesh Garg was travelling on Berth No. 72 and a sum of Rs. 24 was charged from an unauthorized passenger. It was also admitted that memo to SHO, Gangapurcity was also given. It was not admitted that Shri Rakesh Garg provoked the unauthorized person not to pay the railway dues. It was denied that Shri Rakesh Garg lodged the false complaint against the delinquent and the documents called for by the delinquent were not supplied to him. It was stated that copies of the complaint and Reservation Chart of Coach No. 7415 were supplied to him. It was stated that withdrawal of the complaint by Shri Rakesh Garg on tender of apology by the delinquent does not absolve him of misconduct. It was further stated that it was within the competence of the administration to take disciplinary action against the delinquent. In the case of minor penalty holding of confronted enquiry, examination of witnesses, supply of documents was not necessary as the delinquent had not said any thing in defence for which opportunity was given to him vide letter dated 8-6-88 to submit his defence within 7 days. There is no provision also for holding detailed enquiry in the case of minor penalty. All reasonable facilities were afforded to the delinquent to defend himself before imposing the minor penalty and the appellate authority had gone through the record carefully before passing the order.

The delinquent filed rejoinder to the reply reiterating the facts stated in the statement of claim.

In support of the claim the delinquent filed his own affidavit and referred and relied upon the copy of memo of charge sheet marked Ex-C, copy of defence statement marked Ex-H, copy of order dated 13-8-88

marked Ex-K. Copy of memo dated 16-11-88 marked Ex-L and copy of instructions of Railway Board marked Ex-M. Copies of letter dated 8-6-88 and 15-6-88 were also referred in affidavit. The learned counsel for non-applicant was given opportunity to cross-examine him on his affidavit. On behalf of the non-applicant affidavit of Shri Abdul Salam was filed. In support of documentary evidence copy of complaint dated 13-7-87 marked M-1, copies of letters dated 8-10-87, 15-10-87, 6-11-87, 23-11-87 marked M-2, 3, 4 and 5 respectively, copy of statement of delinquent showing regrets marked M-6 and copy of the order dated 30-12-88 marked M-7 were filed.

Heard arguments for the learned representative of the applicant and learned counsel for the non-applicant and perused the record.

The learned representative of the applicant has raised only one contention regarding the validity of the order of punishment. His contention is that as per the Railway Board's letter dated 11-2-86 although in cases of minor penalty the disciplinary authority had the right to reject the request for holding detailed enquiry, the disciplinary authority must have indicated its decision in writing for doing so. In this connection he has drawn attention to the letter of the Railway Board 11-2-86 and copy of the memorandum of DOPT dated 28-10-85 which are reproduced as under :—

“Copy of Railway Board's letter No. E (D&A)86 RS 6-3 dt. 11-2-1986 address to the General Manager, all Indian Railways and others.

Subject :—Rule 11(I) of Railway Servant (Disciplinary and Appeal) Rules, 1968 holding of inquiry in specific circumstances—Recommendations of Committee of National Council (JCM).

A copy of the Department of Personnel and Training Office Memorandum No. 11012/18/85-Estt. (A) dated 28-10-85 on the above subject is enclosed. The contents of the same may be brought to the notice of all concerned for compliance. Rules 16(1) and 16(1-A) of the CCS (CCA) Rules, 1965 mentioned therein correspond to Rules 11(1) and Rules 11(2), respectively, of the R.S. (D&A) Rules, 1968 regarding procedure for imposition of Minor Penalties.

Receipt of this letter may please be acknowledged.

Sd./-

V. K. RAO),  
Deputy Director (D&A),  
Railway Board.

Extract from Department of Personnel and Training Off. Memorandum No. 11012/18/85-Estt. (A) dated 28th October, 1985

Subject :—Rule 16(1) holding of inquiry in specific Circumstances—Recommendations of Committee of National Council (JCM).

The undersigned is directed to say that the staff side of committee of the National Council (JCM) set up to consider revision of CCS (CCA) Rules, 1965

and suggested that Rule 16(1) should be amended so as to provide for holding an inquiry for imposing of minor penalty, if the accused employee requested for such an inquiry.

The above suggestions has been gives a detailed consideration. Rule 16(1-A) of the CCS (CCA) Rules, 1965 provides for the holding of an inquiry even when a minor penalty is to be imposed in the circumstances indicated therein. In other cases, where a minor penalty is to be imposed, Rule 16(1) ibid leaves it to the discretion of disciplinary authority to decide whether an inquiry should be held or not. The implication of this rule is that on receipt of representation of Government servant concerned on the imputations of misconduct or misbehaviour communicated to him, the disciplinary authority should apply its mind to all facts and circumstances and the reasons urged in the representation for holding a detailed inquiry and form an opinion whether an inquiry is necessary or not. In a case where a delinquent Government servant has asked for inspection of certain documents and cross examination of the prosecution witnesses, the disciplinary authority should naturally apply its mind more closely to the request and should not reject the request solely on the ground that an inquiry is not mandatory. If the records indicate that notwithstanding the points urged by the Government servant, the disciplinary authority could, after due consideration come to the conclusion that an inquiry is not necessary, it should say so in writing indication its reasons, instead of rejecting the request for holding inquiry summarily without any indication that it has applied its mind to the request as such an action could be construed as denial of natural justice.

Ministry of Agriculture etc. are requested to bring these instructions to the notice of all disciplinary authorities under their control.

Hindi version will follow.

Sd./-

(A. Jayaraman), Director (E)

On the other hand the learned counsel for the non-applicant has contended that no violation of any Rule of the Railway Servants (Disciplinary and Appeal), 1968 (hereinafter referred as the Rules, 1968) has been made.

The delinquent was served with the memorandum of charges dated 21-3-88 along with statement of allegations which is reproduced as under :—

Standard Form of Memorandum of Charge for imposing Minor Penalties [Rule 11 of the Railway Servants (Disciplinary and Appeal) Rules 1968]

No. E/T/308/ 3/169/	Name of the Railway Administration	DRM's Office
	Place of issue	Kota
	Dated	21-3-88

## MEMORANDUM

Shri A. D. Grover (Designation Hd.TTE (office in which working) DCTI-Kota is hereby informed that the undersigned proposes to take action against him under Rule 11 of the Railway Servants (Disciplinary and Appeal) Rules, 1968. A statement of the imputation of misconduct or misbehaviour on which action is proposed to be taken as mentioned above, is enclosed.

Shri A. D. Grover is hereby given an opportunity to make such representation as he may wish to make against the proposal. The representation, if any, should be submitted to the undersigned within ten days of receipt of this Memorandum.

If Shri A. D. Grover fails to submit his representation, within the period specified in para 2, it will be presumed that he has no representation to make and orders will be liable to be passed against Shri.....  
... ex parte.

The receipt of this Memorandum should be acknowledged by Shri A. D. Grover.

Encl: or reverse:

Sd./-

K. C. Singh, Sr. D.C.S., Kota  
Name and Designation of the  
Competent Authority

To,

Shri A. D. Grover, Hd.TTE,  
(Name, Designation and office of the railway  
servant),  
through DCTI-Kota

SF 11(C549/8/65)

## Charges

That the said Shri A. D. Grover while functioning as Incharge TTE S/C No. 7415 by 19 Dn. of 10-7-87 Ex Kota to NDLS is charged with incivility thereby violated Rules 3(iii) of the Services Conduct Rules, 1968.

## Allegation

That the said Shri A. D. Grover, TTE, Kota while functioning as Incharge S/C No. 7415 by 19 Dn of 10-7-87 Ex KTT-NDLS used abusive and unparliamentary language with Shri Rakesh Garg travelling on berth No. 72 of that coach.

He further gave him police threats and issued a memo to GRP at GGC for which Shri Garg has to tender apology under compulsion and threatening of detaining at GGC.

The above action on the part of above named tantamount to incivility and action in a manner unbecoming of a Railway Servant.

The delinquent in his statement has stated that he submitted defence statement on 3-4-88 which is marked Ex-H in which it has been stated that a confronted enquiry has been conducted on the complaint launched by Shri Rakesh Garg and the case has been finalised. The complainant withdrew the complaint because he has lodged false and fabricated complaint. In spite of it he may be given an opportunity of a detailed enquiry in terms of the amendments in the Rules, 1968 as circulated in Railway Board's letter dated 11-2-86. He has further stated that his request for detailed enquiry was not acceded and he was asked vide letter dated 8-6-88 to submit the reply of the

charge sheet within 7 days under threat of ex parte decision. On 15-6-88 he again reiterated his earlier request for detailed enquiry. The disciplinary authority imposed punishment vide letter Ex-K dated 13-10-88. The appeal marked Ex-C against the order of imposing the penalty was also rejected arbitrarily vide order dated 13-2-89.

Shri Abdul Salam on behalf of non-applicant has stated that Shri Rakesh Garg had lodged a complaint on 13-7-87 to the General Manager marked M-1 the contents of which are reproduced as under :—

सेवा में,

अपर महाप्रबन्धक सहोदय,

जन शिकायत

प्रधान कार्यालय-पश्चिम रेलवे,

जर्जेट, बम्बई-400020

विषय :—कोच संख्या 7415 के कोच बाहक, श्री ए.डी.

गोवर द्वारा किये गये दुर्व्यवहार के संबंध में

दिनांक 10-7-97 की ।

महोदय,

मैं आपका ध्यान, देहरादून एक्सप्रेस, 19 डाउन के कोच नं. 4215 के कोच कंडक्टर श्री गोवर द्वारा किये गये दुर्व्यवहार की ओर आकर्षित करना चाहता ।

घटना :—

सवाई माधोपुर में 3 प्राथमी एक औरत व 2 बच्चे उपरोक्त कोच में घुस आये । इन लोगों को एक काला कोट पहने कोई व्यक्ति खड़ा था । कोच कंडक्टर ने उन्हें उतार दिया । तब एक व्यक्ति ने कहा कि काले कोट पहने बाबूजी ने हमें बठाने के 20/- रु. लिये है । इतना सुनते ही श्री गोवर ने उसकी/तिवारी नाम व्यक्ति की पिटाई शुरू कर उसके मुंह व शरीर के अन्य जगहों पर 25-30 धुसे व थप्पड़ मारे तथा अन्य लोगों के बचाने पर भी पीटते रहे कि तू झूठ बोला क्योंकि मैंने 20/- रु. लिये है । उसके बाद जैसे गाड़ी चली उस व्यक्ति को भुस की बोरी की तरह प्रदर फेंक दिया । यह कहकर कि तुझे गंगापुरिटी में पुलिस में बंद कराऊंगा, वह कहता रहा कि मेरे घर बाले नीचे रह गये । उन पर ही टिकट रह गयी । उन्हें तो ले लो चाहे फिर बन्द करा देना । लेकिन गाड़ी चल देने पर उसकी फेमिली नीचे रह गयी टिकट भी उन्हीं पर रह गये ।

इसके बाद भि. गोवर उसे धमकी देते रहे, कभी खलती गाड़ी से फेंकने की धमकी दी, कभी जेल में बन्द कराने की । फिर उसे बिना टिकट यात्रा करने के जुर्म में उससे पैसे लेकर रसीद बनाई । माफी मंगवाई पर छुआये । इस सब घटना की मैं व मेरे सहयात्री सब देख रहे थे । हम सब सहयात्री इस बात पर सहमत थे कि इस पर बेहद गलत तरीके से आमानधिक ज्यादाती हो चुकी है । क्योंकि उसका परिवार गोवर ने खुद बुर्द कर दिया क्योंकि उस परिवार को सवाई माधोपुर से भरतपुर जाना था वह लोग नहीं चढ़ पाये तथा इस दृष्टिक अत्याचार से पीड़ित व्यक्ति को कंडक्टर गोवर गंगापुर उतारना चाहते थे । सम्मिलित रूप से हम लोगों ने गोवर साहब से अनुरोध किया कि बाबूजी आप सवाई माधोपुर में मसेज कानवे करा दे कि उसका

परिवार जो गाड़ी में चढ़ने से रूक गया वह गंगापुर आ जाये। या पीड़ित व्यक्ति श्री तिवारी गंगापुर से सीधे भरतपुर पहुँचेंगे। वह भी बाथरेक्ट भरतपुर पहुँच जायें।

इस्योवहार:—

तब इन्होंने अपने स्तर पर आकर निम्न बातें शुरू कर दी। मुझे इंगित करके बोले कि तू बड़ा घन्ना सेठ बनता है तेरी सारी नेतागिरी निकल दूंगा। तुझे बन्द करा दूंगा। मैंने अच्छे अच्छों की माँचो—दी है मैंने विजिलेन्स वालों को गाँ—में डंडा कर दिया है किसी से आज तक मेरी माँ—नहीं कटी है, तू क्या कर लेगा? अभी गंगापुर में तुझे ट्रेन से नीचे उतराऊंगा। तुझ पर मैं यह आरोप लगाऊंगा कि तूने बिना टिकट यात्री से पैसे लेकर टिकट बनाने में बाधा डाली। मैं बिन्ने का मालिक हूँ चाहे जैसा फरूकानूनी रूप से अपने हाथ मजबूत कर लूंगा और तुझे फँसवा दूंगा। मैं चाहूँ तो तुझे चलती गाड़ी से धक्का दे सकता हूँ। अपने कपड़े फाड़कर पैसे बिखेर कर, कगजात फाड़ कर तुझे डकैती में बन्द करा दूंगा। उन्होंने वास्तव में यह करके दिखाया। वह रेलवे पुलिस को बुला लाये। उन पुलिस वालों ने कहा, तुम अपना सामान लेकर नीचे उतरो हम तुम्हें बंद करोगे। क्योंकि तुमने सरकारी काम में बाधा डाली अन्यथा तुम इन्हें माफी लिखकर दो। जो शब्द बाबूजी लिखवाये वह लिखकर दे वो पुलिस के डंडे व ठग को देखकर मुझे माफी लिखकर देनी पड़ी। जो शब्द कंडेक्टर साहब बोलने लगे वह लिखने पड़े। सह-यात्रियों ने लिखित सहयोग देने से इन्कार कर दिया और कहा कि हम लोग रोज चलते हैं कोटा के ही रहने वाले हैं हम आपका सहयोग नहीं कर सकते। मैं असहाय सा देखता रहा मुझे रेलवे नियमों की जानकारी नहीं थी। इंगलिश में लिखे पुलिस को दिये गये मेमो को मुझे न दिखाया गया। काफी माँगने पर कहा गया कि ज्यादा खालक बनता है इसकी गाँ—पर दो बैत मारो।

अतः आपमें अनुरोध है कि यदि संभव हो तब कृपया इसकी जांच करायें तथा कृत कार्यवाही से अवगत करायें। ग्रावर जैसे लोगों के रहमोकास पर हम लोगों को चलना होता है। अतः इन तरह का घटना भविष्य में न हो। यदि कोई ऐसा घटन है तब हमें अवगत करायें तथा उचित समझे तब समस्त आर.पी.ए. को ग्रावर के बारे में अवगत करायें कि यह किसी भी व्यक्ति को इज्जत से खिलवाड़ कर सकते हैं और झूठे रिपोर्ट दर्ज करा सकते हैं।

बर्थ :—नं. 72, रिजर्वेशन रिसीट नं. —880014, टिकट नं. 24068।

आपकी ही

हस्ता./-

राकेश गगं

मोह. — ठेर, सैंबल,

दिनांक : 13-7-87

जिला मुरादाबाद

The delinquent was directed to see the Chief Ticket Inspector, HQ with relevant record on dated 8-10-87 marked M-2 followed by reminder and marked Ex. M-3 and M-4. The delinquent demanded confronted enquiry into the matter vide letter marked M-5. During the course of enquiry on 4-2-88 the delinquent expressed regret for the incident of dated 10-7-87 vide statement marked M-6 which is being reproduced hereunder :—

दिनांक 10-7-97 की घटना के लिए खेद प्रकट करता हूँ।

अ. ग्रावर

4-2-88

टी.टी.ई. पश्चिम रेलवे

कोटा जं "

Thereafter disciplinary proceedings were initiated against the delinquent and charge sheet for minor penalty was issued to him. The delinquent did not submit his defence on merits and demanded a confronted enquiry. As the confronted enquiry was not necessary the delinquent asked to submit his defence within 7 days. The delinquent could not submit his defence hence penalty was imposed upon him which was communicated to him vide letter dated 13-10-88. The delinquent preferred appeal against the order of penalty, which was duly considered by the DRM who passed detailed order thereon on dated 30-12-88 the copy of which is marked Ex. M-7.

It may be stated that the Rules, 1968 have been made by the President in exercise of the powers conferred upon him under Article 309 of the Constitution of India. Rule-11 of the Rules, 1968 which prescribes the procedure for imposition of minor penalties leaves it to the discretion of the disciplinary authority to hold the enquiry under sub-rules (6) to (25) of Rule 9 of the Rules, 1968 or not. There is no dispute that the Railway Board has issued instructions for compliance of the circular dated 28-10-85 issued by the DOPT which has been reproduced above which states that when the disciplinary authority is in the opinion that the enquiry is not necessary it should say so in writing. There is no dispute that the reasons were not given in writing for not holding the detailed enquiry. The above circular or the instructions of the Board cannot over ride Rule 11 of the Rules, 1968 made under the Constitution of India. The purpose for indicating the reasons for not holding the detailed enquiry is to ensure that the disciplinary authority has applied its mind to the request. It has been held in AIR 1996 SC 1669 State Bank of Patiala and other V/s. S. K. Sharma that principles of natural justice cannot be reduced to hard and fast rule. Their application depends upon the facts and circumstances of each case. In the present case detailed enquiry on the complaint of Shri Rakesh Garg had already taken place. Two opportunities were given to the delinquent to make his submission on merits of the charges levelled against him. The delinquent did not make any representation



on merits of the charges. He has also expressed regrets for the incident dated 10-7-87. In view of these circumstances simply because the reasons for not holding the detailed enquiry in writing were not given, it cannot be held that principles of natural justice have been violated.

In view of the above discussion the action of the DRM, W.R., Kota in inflicting the punishment on delinquent of withholding increments for 6 months without cumulative effect is held to be justified and the delinquent is not entitled to any relief.

Copies of the award may be sent to Central Government under Section 17(1) of the Act, 1947 for publication.

Sd./- ILLEGIBLE,  
Presiding Officer

नई दिल्ली, 3 अक्टूबर, 2001

का.अ. 2925.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल रेलवे के प्रबंधन के संबंध में निरीक्षणों और उनके कार्य-कारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-10-2001 को प्राप्त हुआ था।

[फ. सं. एन. 41012/207-2000-आई आर. (बी-1)]

अजय कुमार डेस्क अधिकारी

New Delhi, the 3rd October, 2001

S.O. 2925.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Railway and their workman which was received by the Central Government on 1-10-2001.

[F. No. L-41012/207/2000-IR(B-I)]

AJAY KUMAR, Desk Officer

### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL, NAGPUR

PRESENT :

Shri B. G. Saxena, Presiding Officer

Reference No. CGIT/03/2001

The Divisional Railway Manager, Central  
Railway

AND

SMT. Rampyari Narayan Sahu

3250 GI/2001—9.

### AWARD

The Central Government Ministry of Labour, New Delhi, by exercising the powers conferred by clause (d) of Sub-Section (1) and Sub-section 2(A) of Section 10 of the Industrial Dispute Act, 1947 has referred this dispute for adjudication vide order No. L-41012/207/2000-IR(B-I) dated 29-12-2000 on the following schedule.

### SCHEDULE

“Whether the action of the management of Central Railway through the Divisional Railway Manager (Catering Unit), Nagpur in dismissing Smt. Rampyari Narayan Sahu, Nagpur, w.e.f. 1999 is justified? If not what relief the workman is entitled?”

This reference was received in this Court in January, 2001 and notice was issued to the workman Rampyari Narayan Sahu for submitting statement of claim on 23-02-01.

On 23-02-01 application was moved by the union representative Shri G. M. Sharma that another date be given to him for filing the statement of claim for the workman. The case was adjourned to 16-03-01. On 16-03-01 Advocate Shri Chandra Shekhar V. Anwape submitted Vakalatnama for filing statement of claim from the side of the workman. The case was adjourned to 08-05-01.

On this date 8-5-2001 again the application was moved by Sh. R. B. Khan, Advocate for seeking adjournment to file statement of claim.

As the counsel did not submit the statement of claim from the side of the workman and filed only Vakalatnama, the case was adjourned to 03-07-01 on payment of cost of Rs. 500 to be paid by the workman. After this date 06-08-01, 23-08-01 and 07-09-01 were fixed for filing the statement of claim by the workman but neither the counsel for workman turned up to submit the statement of claim nor cost was paid by the workman. It is therefore clear that neither the union representative of the workman preferred to submit the statement of claim for the workman nor the above mentioned Advocates filed any statement of claim for the workman. In the above circumstances during the last more than 6 months no statement of claim has been filed by the workman.

The counsel for the Central Railway, Shri Dhanagare is present to represent the management.

As no statement of claim has been filed by the workman or union representative or the above advocates, the reference is disposed of for want of prosecution.

### ORDER

The reference is disposed of for want of prosecution as the workman Smt. Rampyari Narayan Sahu has not submitted any statement of claim during 6 months inspite of knowing that the case is being fixed for hearing. Her union representative or the advocate also did not file statement of claim for her. In these circumstances, no relief cannot be granted to the workman.

The reference is answered accordingly.

Sd/-

Dated 07-09-01

B. G. SAXENA, Presiding Officer

नई दिल्ली, 3 अक्टूबर, 2001

का.अ. 2926--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल रेलवे के प्रबंधांत्र के संबद्ध शिपोज्यों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1/10/2001 को प्राप्त हुआ था।

[फा. सं. एल-41012/208/2000-अर्डर (बी-1)]  
अजय कुमार डेस्क अधिकारी

New Delhi, the 3rd October, 2001

S.O. 2926.--In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Railway and their workman, which was received by the Central Government on 1-10-2001.

[F. No. L-41012/208/2000-IR(B-I)]  
AJAY KUMAR, Desk Officer

### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL, NAGPUR

PRESENT :

Shri B. G. Saxena, Presiding Officer

Reference No. CGIT/04/2001

The Divisional Railway Manager

AND

SMT. Sonia Chaitram Sahu

### AWARD

The Central Government, Ministry of Labour, New Delhi, by exercising the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Dispute Act, 1947 has referred this dispute for adjudication vide order No. L-41012/208/2000/IR(B-I) dated 29-12-2000 on the following schedule.

### SCHEDULE

"Whether the action of the management of Central Railway through the Divisional Railway Manager (Catering Unit), Nagpur in dismissing Smt. Sonia Chaitram Sahu, Nagpur w.c.f. 1999 is justified ? If not what relief the said workman is entitled to?"

Shri S. N. Dhanagare, Advocate is present of Divisional Railway Manager for Central Railway Nagpur. This referred was received in this Court in January, 2001. The union representative of the workman G. M. Sharma moved application for adjournment on 26-02-01. The case was adjourned to 08-05-01 for filing statement of claim. On 08-05-01 the counsel for the workman Shri R. B. Khan submitted Vakalatnama and moved application for adjournment. The case was adjourned to 03-07-01 for filing statement of claim on payment of cost Rs. 500 to be paid by the workman. The case was thereafter fixed for 06-08-01, 23-08-01, and 07-09-01 but on these dates neither the advocate of the workman Sonia Chaitram Sahu appeared to pay cost nor he submitted statement of claim. It is therefore clear that no statement of claim has been filed for last more than 6 months though opportunities were given to workman and her counsel. For the above

reasons that the workman has been avoiding to submit the statement of claim, the reference is disposed of for want of prosecution.

### ORDER

The workman Smt. Sonia Chaitram Sahu did not submit any statement of claim neither through her union representative, Shri G. M. Sharma or through her advocate Shri R. B. Khan during the last more than six months inspite of knowing that the case is fixed for hearing since 26-02-01. The reference is therefore disposed of for want of prosecution.

The reference is answered accordingly.  
Date 07-09-2001.

**B. G. SAXENA, Presiding Officer**  
नई दिल्ली, 3 अक्टूबर, 2001

का.आ. 2927—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इण्डिया के प्रबंधन के संबंध निराजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय जयपुर के पंचाट की प्रकाशित करती है, जो केन्द्रीय सरकार को 1-10-2001 को प्राप्त हुआ था।

[फा. सं. एल-12012/549/98-आई आर (बी-1)]  
अजय कुमार, डेस्क अधिकारी

New Delhi, the 3rd October, 2001

S.O. 2927.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 1-10-2001.

[F. No. L-12012/549/98-IR(B-I)]

**AJAY KUMAR, Desk Officer**  
अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय जयपुर  
आदेश संख्या एल-12012/549/98-आई आर. (बी-1)  
30-3-99

प्रकरण संख्या :—सी. जी. आई. टी. /जे-12/99

अशोक कुमार गुप्ता पुत्र श्री घनश्याम दास गुप्ता, निवासी  
मोहल्ला हजारीका, गजवर (राजस्थान)

—अग्रिम प्रार्थी

बनाम

डिप्टी जनरल मैनेजर स्टेट बैंक ऑफ इण्डिया जोनल ऑफिस,  
टोंक रोड, जयपुर।

—अग्रार्थी

उपस्थित :—

प्रार्थी की ओर से

श्री नीरज भट्ट।

अग्रार्थी की ओर से

श्री यशपाल-गर्ग।

पंचाट दिनांक 23-8-2001

पंचाट

केन्द्रीय सरकार के द्वारा निम्न विवाद उक्त आदेश के  
जर्नल औद्योगिक विवाद अधिनियम, (1947 जिसे बाद में  
अधिनियम, 1947 कहा गया है) की धारा 10 की उपधारा  
(1) के खंड घ के प्रावधानों के अन्तर्गत न्याय निर्णय  
हेतु निर्देशित किया गया :—

“Whether the action of the SBI management not  
calling the workman Shri Ashok Kumar  
Gupta S/o Shri Ghanshyam Das Gupta  
for interview for permanent absorption in  
terms of their advertisement issued in the  
year 1991 and bipartite settlements of 1987  
& 1991 was justified. If not, what relief  
the workman is entitled and from what  
date?”

प्रार्थी की ओर से स्टेटमेंट ऑफ केस प्रस्तुत किया गया  
जिसमें उल्लेख किया गया कि उसने अग्रार्थी के अधीन वर्ष  
1987 से 1989 तक मैनेजर कम बाटर बाँय के पद पर  
स्टेट बैंक ऑफ इण्डिया (जिसे बाद में बैंक कहा गया है।)  
की शाखा अलवर में कार्य किया। उसका कार्य मुख्यतः  
पानी पिलाना डाक बाँटना तथा शाखा की सफाई करना था।  
बैंक के रोजनल, मैनेजर ने एक पत्र जारी किया, जिसमें सभी  
अस्थाई कर्मचारी जो कि दिनांक 1-7-75 से 31-7-88 के  
के मध्य कार्यरत थे। उनको समझौता दिनांक 27-10-88 व  
9-1-91 के अनुसार स्थाई करना था। इस संबंध में दिनांक  
1-5-1991 के विज्ञान द्वारा प्रार्थना पत्र मांगे गए, जिसमें  
यह उल्लेख किया गया कि यदि किसी कर्मचारी ने केन्टीन  
बाँय व मैनेजर का कार्य मुख्यतः बैंक के लिए किया गया है,  
ऐसे कर्मचारी प्रार्थना पत्र स्थाई होने हेतु दे सकते हैं। प्रार्थी  
ने उक्त पत्र के अनुसार अपना प्रार्थना पत्र तत्कालीन शाखा  
प्रबन्धक को दिसा, परन्तु उसे साक्षात्कार हेतु नहीं बुलाया गया  
जिस पर उसने एक प्रार्थना पत्र अग्रार्थी को दिया जिसका  
भी कोई जवाब नहीं दिया गया। समझौता दिनांक 27-10-88  
व 9-1-91 के अनुसार उसे साक्षात्कार के लिए बुलाया जाना  
आवश्यक था जबकि उसने कम दिन कार्यरत कर्मचारियों  
को अग्रार्थी के द्वारा साक्षात्कार के लिए बुला लिया गया।  
अग्रार्थी के द्वारा प्रार्थी को कोई सूचना नहीं दी गई कि किस  
आधार पर उसे साक्षात्कार के लिए नहीं बुलाया गया, जबकि  
वह साक्षात्कार हेतु पूर्ण योग्यता रखता था। अग्रार्थी के  
द्वारा उसे स्थाई रूप से पद स्थापित न करना समझौते की शर्त  
के विरुद्ध है तथा भेदभाव पूर्ण तथा गलत है व अधिनियम,

1947 की धारा 25-एच का उल्लंघन है। प्रार्थना की गई कि अप्रार्थी को निर्देश दिया जाए कि उसे मैनेजर के पद पर स्थाई रूप से उस दिनांक से करे जबसे कि उससे कनिष्ठ कर्मचारी स्थाई किए गए व उक्त पद के समस्त लाभ उसे दिलाए जाए।

अप्रार्थी की ओर से जवाब प्रस्तुत किया गया, जिसमें प्रारम्भिक आपत्ति की गई कि प्रस्तुत विवाद अधिनियम के अन्तर्गत नहीं आता क्योंकि प्रार्थी व बैंक के बीच कर्मकार व नियोजक का कोई सम्बन्ध नहीं है। प्रार्थी अधिनियम, 1947 की धारा 2(S) के अन्तर्गत कर्मकार नहीं है। केन्द्रीय कार्यान्वयन समिति द्वारा स्थानीय कार्यान्वयन समिति जो कि शाखा में होती है, को कुछ फण्ड आवंटित किए जाते हैं। स्थानीय कार्यान्वयन समिति बैंक कर्मचारियों की एक समिति है जिसमें अधिकारी व अन्य कर्मचारी सम्मिलित है। केन्टीन बाँय की सेवाएं स्थानीय कार्यान्वयन समिति द्वारा ली जाती हैं तथा केन्टीन बाँय बैंक में कर्मचारियों को व आगन्तुकों को चाय व सनेक्स आदि सप्लाई करता है। बैंक का स्थानीय कार्यान्वयन समिति के ऊपर किसी प्रकार का नियन्त्रण नहीं होता है। केन्टीन बाँय की सेवाएं केवल स्थानीय कार्यान्वयन समिति द्वारा ही ली जाती हैं जिनमें बैंक का कोई दखल नहीं होता है। प्रार्थी को स्थानीय कार्यान्वयन समिति द्वारा केन्टीन बाँय के रूप में रखा गया था इसलिए उसकी बैंक द्वारा नियुक्ति का प्रश्न उत्पन्न नहीं होता है। प्रार्थी राजस्थान पत्रिका में प्रकाशित विज्ञापन दिनांक 1-5-91 के आधार पर नियुक्ति के लिए उपरोक्त वर्णित कारणों के आधार पर पात्र नहीं था। प्रार्थी ने विज्ञापन के आधार पर कोई आवेदन भी नहीं दिया, अगर दिया जाना तो भी उस पर विचार करने का प्रश्न नहीं था क्योंकि वह कभी भी बैंक का कर्मचारी नहीं रहा। प्रार्थी ने बैंक की आर्यनगर शाखा, अलवर को पक्षकार नहीं बनाया जिसे आधार पर भी कोम खारिज होने योग्य है। प्रार्थी ने बैंक मैनेजर कम वाटर बाँय के रूप में कार्य नहीं किया। यह भी उल्लेख किया गया कि शाखा प्रबन्धक को किसी प्रकार की नियुक्ति एवं अस्थाई कर्मचारी रखने के अधिकार नहीं है, अतः प्रार्थी को कभी भी शाखा में नियुक्ति नहीं किया गया। सम्झौता दिनांक 27-10-88 व 9-1-91 प्रार्थी के मामले में लागू नहीं होता। प्रार्थी ने न तो स्थाई किए जाने हेतु कोई आवेदन किया न कोई ज्ञापन दिया। पक्षकारों के अभिकक्षी के आधार पर निम्नांकित विवाद बिन्दु बनाए गए:—

(1) आया प्रार्थी ने अप्रार्थी संस्थान की अलवर शाखा में वर्ष 1987 से 1989 तक मैनेजर कम वाटर बाँय के पद पर कार्य किया ?

(2) आया प्रार्थी सैनेजमेंट एम. बी. आई. व आल इण्डिया स्टाफ फेडरेशन के मध्य वर्ष 1987 व 1991 में हुए सम्झौतों के अनुसार (absorption) की पूर्ण योग्यता रखता था ?

(3) आया प्रार्थी औद्योगिक विवाद अधिनियम, की धारा 2(S) के अन्तर्गत कर्मकार की श्रेणी में नहीं आता ?

(4) आया विपक्षी संस्थान की शाखा अलवर प्रकरण में आवश्यक पक्षकार है ?

(5) प्रार्थी किस सहायता को प्राप्त करने का अधिकारी है ?

प्रार्थी की ओर से साक्ष्य में स्वयं का डब्ल्यू-डब्ल्यू-1 व राजीव कुमार गुप्ता डब्ल्यू. डब्ल्यू.-2 व सुभाष चंद गुप्ता, डब्ल्यू. डब्ल्यू.-3 के शपथ पत्र प्रस्तुत किये गये जिन पर प्रति परीक्षा करने का अवसर अप्रार्थी के अधिवक्ता को दिया गया। इसके अतिरिक्त प्रलेखीय साक्ष्य में प्रतिलिपि विज्ञापन प्रदर्श डब्ल्यू-1 व प्रतिलिपि पत्र प्रदर्श डब्ल्यू-2 व प्रमाण-पत्र एनेक्चर-2 प्रस्तुत किये गये। उसके द्वारा क्लेम के साथ एक प्रतिलिपि पत्र भी प्रस्तुत किया गया, जिसे क्लेम में प्रदर्श-3 मार्क किया गया। अप्रार्थी की ओर से तत्कालीन शाखा प्रबन्धक, अलवर जितेन्द्र नाथ खन्ना एम. डब्ल्यू.-1 व तत्कालीन प्रबन्धक बैंक की शाखा, अलवर एम.एल. अग्रवाल एम. डब्ल्यू.-2 के शपथ-पत्र प्रस्तुत किये जिन पर प्रतिपरीक्षा करने का अवसर प्रार्थी के अधिवक्ता को दिया गया। प्रलेखीय साक्ष्य में अप्रार्थी की ओर से प्रतिलिपि विज्ञापन प्रदर्श एम-1 व प्रतिलिपि वाउचर प्रदर्श एम-2 से एम-7 प्रस्तुत किये गये। इसके अतिरिक्त प्रार्थी के द्वारा आवेदन प्रस्तुत किये जाने पर प्रतिलिपि पेंटी कॅण वाउचर व केन्टीन से संबंधित भुगतान रजिस्टर की प्रतिलिपियां प्रस्तुत की गई।

बहुस सुनी गई एवं पत्रावली का अवलोकन किया गया।

बिन्दु संख्या 1:— प्रार्थी द्वारा विपक्षी संस्थान में कार्य करने के बावजूत दो प्रकार की साक्ष्य प्रस्तुत की गई है, एक तो जबानी व दूसरी प्रलेखीय। जबानी साक्ष्य में प्रार्थी के द्वारा स्वयं का व राजीव कुमार गुप्ता व सुभाषचंद गुप्ता के कथन कराये गये। प्रार्थी का कथन है कि उसने अप्रार्थी के अधीन सन् 1987 से 1989 के बीच मैनेजर कम वाटर बाँय के रूप में कार्य किया व उसका कार्य पानी पिलाता, डाक बांटना व बैंक शाखा में सफाई करने का था। प्रतिपरीक्षा में उसने स्वीकार किया कि वह बैंक की आर्यनगर शाखा में चाय बनाना था जिसे वह बैंक की लोकल इम्प्लीमेंटेशन कमेटी के सदस्यों को सप्लाई करता था। उसे समिति के माध्यम से प्रारम्भ में 250/- रुपये व फिर 500/- रुपये एवं बाद में 700/- रुपये माहवार वेतन मिलता था वह अभी भी उक्त शाखा में केन्टीन चलाता है। वह प्रातः 9.00 बजे से रात 5.00 बजे तक चाय सप्लाई करता था। उसने स्वीकार किया कि बैंक ने मैनेजर का कार्य करने के बावजूत कोई नियुक्ति पत्र नहीं दिया। वह सदस्यों को चाय के साथ पानी भी पिलाता था। उसने यह भी स्वीकार किया कि बैंक में सफाई के लिये कर्मचारी नियुक्त है। जब उसने सफाई या डाक बांटने का कार्य कराया जाता था तो उसे पैसे अलग से दिये जाते थे। उसने यह भी स्वीकार किया कि डाक

बांटने के लिये बैंक में चपरासी है, परन्तु कहा कि उसके अवकाश पर जाने पर उसमें कार्य लिया जाता था। वह यह नहीं बता सका कि कौनसा चपरासी कब अवकाश पर गया। उसने इस मुद्दाव को गलत बताया कि उसने बैंक के लिये उक्त कार्य नहीं किया हो।

राजीव कुमार गुप्ता का कथन है कि वह जीवन बीमा एजेंट है उसका खाता बैंक की आर्यनगर शाखा, अलवर में है। प्रार्थी सन् 1987 से 1989 के बीच मैसेन्जर कम वाटर बॉय के पद पर कार्य करता था। उसमें पानी लाने, डाक बांटने व शाखा की सफाई का कार्य लिया जाता था। प्रार्थी को इस कार्य हेतु बैंक से वेतन मिलता था। प्रतिपरीक्षा में उसने कहा कि प्रार्थी ने उसके सामने कभी डाक नहीं बांटी।

सुभाषचंद गुप्ता का कथन है कि वह कृषि उपज मण्डी में आरुत की दुकान करता है तथा उसका बैंक की आर्यनगर शाखा में खाता है। प्रार्थी बैंक की शाखा में सन् 1987-89 में मैसेन्जर कम वाटर बॉय के पद पर कार्य करता था। उसमें पानी पिलाने, डाक बांटने व शाखा की सफाई का कार्य लिया जाता था जिस कार्य हेतु उसे बैंक से वेतन मिलता था। प्रतिपरीक्षा में उसने कहा कि उसने प्रार्थी को केन्टीन में चाय बनाते नहीं देखा। उसने सुना था कि प्रार्थी एस.बी.वी.जे. बैंक में डाक लेकर गया। उसके सामने प्रार्थी ने डाक नहीं दी। उसके सामने प्रार्थी ने वेतन प्राप्त नहीं किया। उसने प्रार्थी को डाक बांटने नहीं देखा। प्रार्थी दैनिक मजदूरी पर बैंक में कार्य करता था।

हमरी ओर जितेन्द्र नाथ खन्ना विपक्षी के साक्षी का कथन है कि वह फरवरी, 1991 से नवम्बर, 1992 तक बैंक की आर्यनगर शाखा, अलवर में शाखा प्रबन्धक के रूप में कार्यरत था। प्रार्थी बैंक का कभी कर्मचारी नहीं रहा। [(स्थानीय कार्यान्वयन समिति) जिसे बाद में समिति कहा गया है]। कर्मचारियों की समिति है जिसमें केन्टीन बाय के रूप में प्रार्थी कार्य करता था व अभी भी करता है जिसका कार्य चाय, नमकीन आदि सप्लाई करने का होता है। बैंक का उक्त समिति पर किसी प्रकार का नियन्त्रण नहीं होता। प्रार्थी को उक्त समिति ने ही केन्टीन बाय के रूप में रखा था। प्रार्थी ने बैंक में स्थाई अथवा अस्थाई कर्मचारी के रूप में कोई कार्य नहीं किया। उसने मैसेन्जर कम वाटर बॉय के रूप में भी कार्य नहीं किया। प्रार्थी ने पानी पिलाने, डाक बांटने व शाखा की सफाई का कार्य भी नहीं किया। प्रतिपरीक्षा में उसने कहा कि उक्त समिति का अध्यक्ष शाखा प्रबन्धक होता है। प्रमाण-पत्र एनेक्चर-2 जो कि निम्न प्रकार है:—

#### Annexure-2

Name of the Branch ARYANAGR, ALWAR  
CERTIFICATE OF TEMPORARY SERVICE  
ON DAILY WAGE BASIS

This is to certify that Shri Ashok Kumar Gupta son of Sh. Ghanshyam Dass Gupta and residing at Mohalla Hazirka Alwar (Hazarika) was engaged on daily wage basis, in leave/casual vacancies of Messenger/Ferrash/ Cash Collie/Water Boy/Guard Sh. Ashok Kumar Gupta has been washing as Canteen Boy/Water Boy/Sweeper etc., as per the particulars given hereunder ;—

(a) Wages paid per day

(b) Period of temporary service

(between 1-7-1975 to 14-8-1991) ;

Sr. No.	Calendar Year	No. of days worked	Position in which worked
(i)	1987	23	4
(ii)	1988	77	
(iii)	1989	14	
(iv)	Total No of days	114	

#### FOR STATE BANK OF INDIA,

Date Branch Manager/Office Manager/Department Head Arya Nagar Alwar

में “ए.से.बी.” इम्प्लॉय “Ashok Kumar Gupta has been working as canteen boy/water boy” उसके हाथ की है। “सी.से.डी.” के बीच हाथ में लिखी इम्प्लॉय स्टाफ के आदमी ने लिखी होगी। उसने “ई.से.एफ.” हस्ताक्षर अर्थात् होने स्वीकार किये हैं। “जी.से.एच.” के अन्तर्गत हाथ में लिखी इम्प्लॉय उसके हस्ताक्षर करने के बाद लिखी गई है। उसने स्वीकार किया कि प्रार्थी भांगने पर पानी भी पिला देता था। उसने हस्ताक्षर के नीचे मोहर शाखा प्रबन्धक की बाद में लगाया जाता बताया।

एम.एन. अग्रवाल एम. डब्ल्यू. 2 का कथन है कि वह बैंक की आर्यनगर शाखा में दिवम्बर, 1999 में मुखर शाखा प्रबन्धक की हैसियत में कार्यरत है। प्रार्थी ने समिति के अग्रोत केन्टीन बाय के रूप में कार्य किया है व प्रार्थी का बैंक के कर्मचारी के रूप में किसी प्रकार का कोई संबंध नहीं रहा। प्रार्थी को समिति के द्वारा ही वेतन भुगतान किया जाता था, जिसकी प्रविष्टि रजिस्टर प्रदर्श एम् 2 में है। प्रार्थी समिति में बैंक के जरिए भुगतान प्राप्त करता था जिन या तो अपने खाते में जमा करता था या बाद भुगतान प्राप्त करता था। भुगतान में संबंधित वाउचर प्रदर्श एम्-3 से एम्-7 है। उसने स्वीकार किया कि चार्ज रजिस्टर में 5-6 प्रविष्टि प्रार्थी के द्वारा मजदूरी में संबंधित है। उसने कहा कि चार्ज रजिस्टर में प्रार्थी को मैसेन्जर के रूप में कार्य करने के बावजूद कोई प्रविष्टि नहीं है।

इस प्रकार इस बारे में विपक्षी की ओर से पर्याप्त एवं विश्वसनीय साक्ष्य प्रस्तुत की गई कि प्रार्थी समिति के अग्रोत केन्टीन बाय का कार्य करता था, जिस हेतु

प्रान्श में 250 रुपये व फि. 500 रुपये व बाद में 700 रुपये प्रतिमाह वेतन का भुगतान किया गया, जिन तथ्यों को प्रार्थी ने भी अपने कथन में स्वीकार किया है।

इस प्रकार यह विवादित नहीं है कि समिति के अधीन नियन्त्रण में केन्टीन बॉय का कार्य सन् 1987 से 1989 के बीच प्रार्थी करता था। प्रार्थी के विद्वान अधिवक्ता ने तर्क दिया है कि केन्टीन बॉय के रूप में समिति के अधीन व नियन्त्रण में प्रार्थी के द्वारा कार्य किये जाने से प्रार्थी को बैंक के नियोजन में होना नहीं कहा जा सकता। उन्होंने अपने तर्क के समर्थन में ए.आई.आर. 2000 सुप्रीम कोर्ट 1518 स्टेट बैंक आफ हाण्डवा व अन्य बनाम स्टेट बैंक ऑफ इण्डिया केन्टीन एम्प्लाइज नियुक्त को उद्धृत किया है, जिसमें यह अभिनिर्धारित किया गया है कि ऐसा केन्टीन कर्मचारी जो कि समिति की शाखाओं के द्वारा बैंक की कल्याणकारी योजना के तहत चलाई जाती है बैंक के कर्मचारी नहीं होते। इस प्रकार प्रार्थी का समिति के अधीन केन्टीन बॉय के रूप में कार्य करना बैंक के नियोजन में होता नहीं कहा जा सकता। प्रार्थी ने अपने कथन के समर्थन में ऐसी कोई प्रत्यक्ष साक्ष्य प्रस्तुत नहीं की जिसके आधार पर यह कहा जा सके कि उसने बैंक की शाखा में मैसेन्जर का कार्य किया। राजीव कुमार गुप्ता का व सुभाष चंद गुप्ता ने अपने कथन में स्वीकार किया है कि उनके सामने प्रार्थी ने कोई डाक बांटने का कार्य नहीं किया। यदि प्रार्थी ने कोई डाक बांटी होती तो वह ऐसे व्यक्तियों को साक्ष्य में प्रस्तुत कर सकता था, जिनको उसने डाक बांटी। अप्रार्थी को ओर से जो वाउचर प्रस्तुत किये गये हैं उनमें भी डाक बांटने के बावत कोई वाउचर नहीं है। इस प्रकार प्रार्थी को ओर से यह प्रमाणित नहीं हो पाया है कि प्रार्थी ने बतौर मैसेन्जर डाक बांटने का काम बैंक की आर्यनगर शाखा, अजमेर में किया। प्रार्थी स्वयं ने स्वीकार किया है कि वह प्रातः 9.00 बजे से सायं 5.00 बजे तक केन्टीन बॉय के रूप में चाय सप्लाई करता था। जितेन्द्र नाथ खन्ता ने स्वीकार किया है कि सांगन पर प्रार्थी पानी भी पिलाता था। चाय सप्लाई करने के साथ-साथ प्रार्थी का समिति के सदस्यों को पानी पिला देना मात्र से प्रार्थी बैंक का कर्मचारी नहीं हो जाता। प्रार्थी के आवेदन पर अप्रार्थी को ओर से जो पेट्री कौण वाउचर प्रस्तुत किये गये हैं उनमें दिनांक 31-7-88 तक केवल 16-4-88 व 13-6-88 को बैंक द्वारा भुगतान किया गया है। दिनांक 16-4-88 के वाउचर द्वारा उसे 2 मटके के खरीदने की बाबत 6 रुपये व आइस ब्रॉक्स लाने के खर्च का रिकवा किया गया के 6 रुपये का भुगतान किया गया है। दिनांक 13-6-88 को प्रार्थी को पानी भरने व अन्य कार्य के बदले में 10 रुपये का भुगतान व 3 मटके की कीमत 10.50 रुपये का भुगतान किया गया है। तदनुसार अन्य वाउचर के द्वारा जब-जब उसने पानी पिलाया व शाखा के लिये कोई मटका खरीदा या कोई मजदूरी पर कार्य किया तो उसी मजदूरी का भुगतान

किया गया। प्रार्थी को दैनिक मजदूरी के आधार पर कोई भुगतान नहीं किया गया व उसके द्वारा कार्य करने के बावत एक निश्चित रकम जैसे पानी पिलाने के बावत 10 रुपये दिनांक 5-9-88 को, धैनिया रखने की मजदूरी दिनांक 27/12/88 को 140 रुपये व दिनांक 28-12-88 को 70 रुपये पेट्री चढ़ाने की मजदूरी दिनांक 6-1-89 को 88 रुपये का भुगतान किया गया व इस प्रकार जब-जब प्रार्थी ने कार्य किया उसको मजदूरी का भुगतान किया गया। प्रार्थी द्वारा समिति के अधीन प्रातः 9.00 बजे से सायं 5.00 बजे केन्टीन बॉय के रूप में कार्य करते हुये जब-जब बैंक के लिये कार्य किया, उस निश्चित मजदूरी का भुगतान किया गया है जिसके आधार पर यह नहीं कहा जा सकता कि प्रार्थी बैंक के नियोजन में कार्य करता था।

प्रार्थी के विद्वान अधिवक्ता ने जोर देते हुए तर्क दिया है कि प्रमाण-पत्र एनंस्जर-2 में प्रार्थी का मैसेन्जर कम वाटर बॉय के पद पर उक्त अवधि में कार्य करना प्रमाणित है। जैसा उल्लेख किया जा चुका है कि प्रार्थी को ओर से यह प्रमाणित नहीं हो पाया कि उसने बैंक में मैसेन्जर के रूप में कार्य किया। जितेन्द्र नाथ खन्ता जिसके द्वारा प्रमाण-पत्र जारी किया गया है का कथन है कि उसने प्रार्थी को केन्टीन बॉय/वाटर बॉय के रूप में कार्य करने का प्रमाण-पत्र जारी किया था। यह उल्लेख करना उचित होगा कि प्रमाण पत्र में तो टाईप शब्दों में यह लिखा है कि प्रार्थी को दैनिक मजदूरी पर अवकाश पर, आकस्मिक रिक्ति पर, मैसेन्जर, फरिश, कौण कुली, वाटर बॉय, गाई, स्टीयर के रूप में नियोजित किया गया। यदि ऐसा होता तो प्रमाण पत्र में उसका वाटर बॉय के रूप में कार्य करने का क्यों लिखा जाता? प्रार्थी दैनिक मजदूरी पर भी बैंक के नियोजन में नहीं था ना समिति के अधीन केन्टीन बॉय के रूप में दैनिक मजदूरी पर नियोजित था। इस प्रकार दृष्टि में लिखे गये लेख को जैसा है वैसा प्रमाण-पत्र के रू में नहीं पढ़ा जा सकता। जितेन्द्र नाथ खन्ता का यह कथन विश्वसनीय प्रतीत होता है कि उसने सन् 1987-88-89 में प्रार्थी के कार्य दिवसों का भी उल्लेख नहीं किया। प्रार्थी समिति के अधीन निरन्तर केन्टीन बॉय के रूप में कार्यरत था, अतः बैंक प्रबंधक होने हुए व/एसा प्रमाण पत्र क्यों देना कि प्रार्थी ने 87-88-89 में कुल 23,77 व 13 दिन ही केन्टीन बॉय व वाटर बॉय के रूप में कार्य किया है। इस प्रकार प्रमाण-पत्र में किया गया है यह उल्लेख कि सन् 87-88-89 में प्रार्थी ने उक्त दिवसों में बैंक की आर्यनगर शाखा में केन्टीन व वाटर बॉय के रूप में कार्य किया है, विश्वसनीय नहीं है।

उक्त विवेचन से यह निष्कर्ष निकलता है कि प्रार्थी सन् 1987 से 89 के बीच समिति के अधीन व निान्त्रण में केन्टीन बॉय का कार्य प्रातः 9.00 बजे से सायं 5.00 बजे तक करता था व समिति में यह वेतन प्राप्त करता था प्रार्थी पर बैंक का कोई नियंत्रण नहीं था। प्रार्थी केन्टीन बॉय होते हुए पानी भी समिति के सदस्यों को पिला देता था

जब कभी उक्त अवधि में प्रार्थी ने बैंक के लिए कार्य किया एक निश्चित रकम उसने उसी दिन प्राप्त की जो कि दैनिक मजदूरी पर आश्रित नहीं थी। प्रार्थी ने उक्त अवधि में बैंक के लिए मैसेंजर का कोई कार्य नहीं किया व इस प्रकार प्रार्थी बैंक के नियोजन में अवधि में नहीं रहा।

उक्त बिन्दु संख्या 3 :— प्रार्थी व बैंक के बीच नियोजक व कर्मकार का संबंध बिन्दु संख्या-1 के विनिश्चय के आधार पर स्थापित नहीं हो पाया है, अतः प्रार्थी का बैंक का कर्मकार होना प्रमाणित नहीं है।

बिन्दु संख्या-2 :— बैंक एवं भारतीय स्टेट बैंक ऑफ इंडिया स्टाफ फेडरेशन के बीच हुए सम्झौते के अनुसार पूर्णकालिक या अंशकालिक नियुक्तियों पर स्थाई नियुक्ति हेतु निम्न प्रकार का नोटिस प्रदर्श एम-1 बैंक द्वारा जारी किया गया है :—

#### नोटिस

“भारतीय स्टेट बैंक और ऑल इंडिया स्टेट बैंक ऑफ इंडिया स्टाफ फेडरेशन के बीच 27 अक्टूबर, 1988 को औद्योगिक विवाद अतिरिक्त की धारा 2 (पी) के अन्तर्गत हुए सम्झौते के अनुसार, अधोलम्ब श्रेणी के दैनिक-वेतन-मजदूरों को निम्नलिखित वर्ग के संदेशवाहक/फर्रांग/कैश क्लर्क/स्वीपर और बैंक गार्ड आदि की पूर्णकालिक या अंशकालिक रिक्तियों पर स्थाई नियुक्ति हेतु विचार किए जाने का अवसर देने का प्रभाव है :—

अस्थायी कर्मचारियों का पात्र वर्ग :

अस्थायी पूर्णकालिक या अंशकालिक दैनिक वेतन भजदार, जिन्होंने बैंक में संदेशवाहक/फर्रांग/कैश क्लर्क/स्वीपर और बैंक गार्ड के रूप में काम किया हो और जिन्हें आपस में तय किया दैनिक वेतन दिया जाता था और जिन्होंने कम से कम 12 कैलेण्डर महीनों या उससे कम अवधि के किसी सप्ताह में 240 दिनों की अस्थायी सेवा या 36 कैलेण्डर महीनों के किसी सप्ताह ब्लॉक में 270 दिनों की कुल सेवा या किसी कैलेण्डर वर्ष में 30 दिनों की कुल अस्थायी सेवा या 1-7-1975 के बाद और 31-7-88 तक 36 कैलेण्डर महीनों के किसी सप्ताह ब्लॉक में कम से कम 70 दिनों की कुल अस्थायी सेवा, किसी मोड्यूल (क्षेत्रीय कार्यालय) जैसा कि 31-7-88 को वर्तमान था/परिभाषित किया जा चुका था, के अन्तर्गत किसी एक या अधिक शाखाओं/कार्यालयों में की हो।

अन्य पात्रता-निष्कर्ष/मापदण्ड :—

आयु

(1) प्रारम्भिक नियुक्ति के समय (कर्मचारी) 18-26 वर्षों की आयु सीमा के अन्दर रहा होना चाहिए, लेकिन यह शर्त अनुसूचित जाति/अनुसूचित जनजाति/भूतपूर्व सैनिक/शारीरिक दृष्टि में विकलांग आदि वर्गों के उम्मीदवारों को बैंक के नियमों/दिशा निर्देशों के अनुसार उपलब्ध ऊपरी आयु सीमा में छूट निम्न प्रकार होगी :—

अनुसूचित जाति/अनुसूचित जनजाति : पांच वर्ष तक

भूतपूर्व सैनिकों के लिए : सैनिक सेवा के कार्य काल की अवधि के अतिरिक्त तीन वर्ष तक

शारीरिक रूप में विकलांग उम्मीदवारों के लिए : दस साल तक

(2) अगर कोई उम्मीदवार अपनी प्रारम्भिक अस्थायी नियुक्ति के समय अवधस्त था लेकिन अस्थायी सेवा के दौरान में बंधक हो गया था तो उसे आयु सीमा के लिए रखे गये मापदण्ड के अन्तर्गत माना जाएगा और स्थायी नियुक्ति हेतु विचार किए जाने का अवसर दिया जाएगा परन्तु ऐसे उम्मीदवारों द्वारा बंधक हो जाने के बाद की ही अस्थायी सेवा की अवधि को मान्यता दी जाएगी।

शैक्षणिक योग्यता :—प्रारम्भिक अस्थायी नियुक्ति के समय उम्मीदवार गैर-मैट्रिक्यूलेंट रहा होना चाहिए जो उम्मीदवार आठवी कक्षा पास लेकिन गैर-मैट्रिक्यूलेंट होंगे उन्हें मैसेंजर के पद के लिए अवसर दिया जाएगा। अन्य उम्मीदवारों को गैर-मैसेंजर पदों के लिए ही अवसर मिलेगा लेकिन यदि उम्मीदवार ने बैंक की अस्थायी सेवा में न रहने हुए हाईस्कूल/एसएससी/मैट्रिक्यूलेशन/अन्य समकक्ष परीक्षा केवल दूसरी या तीसरी श्रेणी में उत्तीर्ण कर उच्चतर योग्यता “प्राप्त कर ली” हो, तो उसे इस अवसर के लिए पात्र समझा जाएगा, अगर ऐसे उच्च शिक्षा का उसने किसी अन्य जगह नियुक्ति हासिल करने हेतु उपयोग न किया हो।

रिक्तियों का आरक्षण : अनुसूचित जाति अनुसूचित जनजाति के उम्मीदवारों, भूतपूर्व सैनिकों, अस्थायी कर्मचारियों के शारीरिक दृष्टि में विकलांग वर्ग के लिए रिक्तियां वर्तमान प्रावधानों के अनुसार आरक्षित होंगी।

आवेदन कैसे करें :— जो दैनिक वेतन भजदार उपयुक्त पात्रता निष्कर्ष पूर्ण करने हैं उन्हें अपना आवेदन फलस्केप आकार के कागज पर निम्नलिखित प्रारूप में अंग्रेजी/हिन्दी (स्थानीय भाषा) में अच्छी तरह टाइप कर या हाथ से लिखकर भेजना चाहिए संबंधित अस्थायी कर्मचारी को अपना पास-पोर्ट आकार का फोटो उस पर हस्ताक्षर कर निम्नलिखित दस्तावेजों के साथ व्यक्तिगतः अथवा डाक द्वारा जिस शाखा/कार्यालय में उसने अन्तिम बार काम किया हो, वहां भेजना चाहिए।

(क) जन्म तिथि के प्रमाणस्वरूप स्कूल लीबिंग/स्वीकार्य प्रमाण पत्र की फोटो/सत्यापित प्रति जिस पर संबंधित दैनिक वेतन भजदार ने उसकी वास्तविक के प्रतीक स्वरूप प्रति हस्ताक्षर किए हो।

(ख) शैक्षिक योग्यता के प्रमाणस्वरूप किसी प्रमाणपत्र की फोटो प्रति/सत्यापित प्रति, जिस पर संबंधित मजदूर ने उसकी वास्तविकता के प्रतीक स्वरूप प्रति हस्ताक्षर किए हो।

(ग) उम्मीदवार द्वारा की गई अस्थायी सेवा के प्रमाण स्वरूप (जिस शाखा/कार्यालय में उसने काम किया हों,

उसके द्वारा जारी किए गए प्रमाणपत्र/प्रमाणपत्रों की फोटों, सत्यापित प्रति—उसकी वास्तविकता के प्रतीक स्वरूप प्रति हस्ताक्षर किए हों।

इसके पश्चात् बैंक ने सरकूलर डब्ल्यू. 2 दिनांक 29-6-91 जारी किया जो निम्न प्रकार है :—

#### STAFF : SUBORDINATE

#### ABSORPTION OF TEMPORARY EMPLOYEES/ DAILY WAGES EMPLOYEES

We invite a reference to Head Circular Circular Memo PER/IR/11/91 dated the 6-4-91, whereby all temporary employees who had worked in temporary capacity between 1-7-75 to 31-7-88 are to be given a chance for permanent absorption in the Bank's service in terms of Bipartite Agreement dated the 27-10-88 and 9-1-91. Accordingly, an advertisement has been released in Rajasthan Patrika having vast circulation in the State of Rajasthan on 1-5-91 inviting applications from such temporary employees. We have now been approached by State Bank of India Staff Association that services of large number of canteen boys..... Committee at branches are being utilised at the branches for messengerial work and we paid conveyance charges. This position is viewed by us with great disfavour and must be stopped forthwith under confirmation to us. In this connection, we wish to clarify that in case the services of such canteen boys have been utilised at the Branch either for messengerial work or for outdoor duties which are normally performed by the Bank's permanent staff, they will also become eligible under the above referred agreement. Please, therefore accept the applications for such canteen boys after verifying their records in terms of the instructions contained in our above referred Circular Memorandum provided, they have completed more than 30 days service as messenger.

#### 2. Please treat this at Most Urgent.

प्रार्थी के विद्वान अधिवक्ता का तर्क है कि प्रार्थी प्रदर्श एम-1 व सरकूलर प्रदर्श डब्ल्यू-2 में उल्लेख की गई सभी पात्रताएं पूरी करता था। उनका यह भी तर्क है कि प्रार्थी के द्वारा उक्त नोटिस प्रदर्श एम-1 व सरकूलर प्रदर्श डब्ल्यू-2 के अनुसार आवेदन पत्र शाखा प्रबंधक को प्रस्तुत किया जाना प्रमाणित है। उनका तर्क है कि प्रार्थी की ओर से आवेदन प्रस्तुत किया गया था जिसमें पत्र दिनांक 15-10-96 जिसे बैंक की शाखा ने क्षेत्रीय कार्यालय में डिस्पेंच नं. 23/706 दिनांक 15-10-96 के द्वारा भेजा, के रजिस्टर की प्रति व भेजे गए पत्र की प्रति चाही, जिसे विपक्षी की ओर से यह उल्लेख करते हुए प्रस्तुत नहीं किया गया कि संभवतया उक्त रजिस्टर नष्ट किया जा चुका है। उनका तर्क है कि उक्त रजिस्टर को नष्ट किए जाने के बारे में कोई न तो रिकार्ड प्रस्तुत किया गया है व न कोई नियम प्रस्तुत किए गए हैं, अतः विपक्षी के विरुद्ध विपरीत निष्कर्ष निकाला जाना चाहिए। उन्होंने अपने तर्क के समर्थन में ए. आर्. आर. 1968 सुप्रीम कोर्ट 1413 गोगानकृष्ण जी केटकर बनाम मौहम्मद हाजी लतीफ व अन्य को उद्धृत किया है, जिसमें अभिनिर्धारित किया गया है कि यदि ऐसा पक्षकार जिसके पास साक्ष्य

अनुपलब्ध है कि विवादित विवाद के बारे में प्रमाण प्राप्त सकती है को जानबूझकर पेश नहीं करता तो न्यायालय को उसके विरुद्ध निष्कर्ष निकालना चाहिए भले ही प्रमाण भार उस पर न हो।

समझौतों के अधीन जारी विज्ञापन प्रदर्श एम-1 के अनुसार अस्थाई पूर्णकालिक, अंशकालिक, दैनिक मजदूर जिन्होंने बैंक में सदेशवाहक/फर्गण/कैश क्लर्क/स्वीपर और बैंक गाई के रूप में कार्य किया हो वह जिन्हें तय किया हुआ दैनिक वेतन दिया जाता हो व जिन्होंने विज्ञापन में दी गई अवधि के अन्तर्गत उक्त कार्य किया हो आवेदन करने के पात्र होंगे। प्रार्थी का बैंक में सदेशवाहक/फर्गण/कैश क्लर्क/स्वीपर और बैंक गाई के रूप में दैनिक मजदूरी के आधार पर दिनांक 31-7-88 तक 30 दिन कार्य किया जाना प्रमाणित नहीं है। इस प्रकार प्रार्थी पूर्णकालिक मैसेन्जर के पद पर नियुक्ति हेतु पात्र नहीं था। सरकूलर प्रदर्श डब्ल्यू-2 के अनुसार भी ऐसे केन्टीन बॉय जो कि शाखा के द्वारा सदेशवाहक के कार्य अथवा अन्य बाहरी कार्य जो कि बैंक के स्थाई कर्मचारियों के द्वारा साधारणतया किए जाते हैं को पात्र माना गया बशर्ते कि उन्होंने 30 दिन सदेशवाहक मैसेन्जर के रूप में सेवा पूरी की हो। प्रार्थी के द्वारा बैंक की शाखा में 30 दिन बतौर मैसेन्जर कार्य किया जाना प्रमाणित नहीं हो पाया है, अतः प्रार्थी प्रदर्श डब्ल्यू. 2 के अधीन भी पूर्णकालिक स्थाई संयोजन (absorption) हेतु पात्रता नहीं रखता था।

प्रार्थी के द्वारा क्लेम में यह उल्लेख नहीं किया गया कि उसने शाखा प्रबंधक को विज्ञापन प्रदर्श एम-1 व सरकूलर प्रदर्श डब्ल्यू-2 के तहत स्थाई सेवा हेतु कब आवेदन प्रस्तुत किया व न यह उल्लेख किया कि शाखा प्रबंधक के द्वारा कब क्षेत्रीय कार्यालय को पत्र प्रेषित किया। उसने क्लेम के साथ प्रतिलिपि पत्र प्रदर्श डब्ल्यू-3 तो प्रस्तुत की परन्तु अपने शपथपत्र में उक्त पत्र का कोई उल्लेख नहीं किया। उसने यह पत्र किस प्रकार सेवा यह भी अपने कथन में स्पष्ट नहीं किया। उसने स्वीकार किया है कि उसने आवेदन की कोई प्रति अपने पास नहीं रखी। उसने आवेदन प्रस्तुत करने की कोई रसीद भी प्रस्तुत नहीं की। यदि उसने आवेदन किया होता तो उसमें अपेक्षा की जाती थी कि वह आवेदन की रसीद शाखा प्रबंधक से प्राप्त करता। जितेन्द्र नाथ खन्ना का कथन है कि प्रार्थी ने कोई आवेदन प्रस्तुत नहीं किया। यदि प्रार्थी आवेदन प्रस्तुत करना तो उसमें अपेक्षा की जाती थी कि वह रसीद प्राप्त करता अथवा स्थाई सेवाओं हेतु साक्षात्कार हेतु न बुलाए जाने पर अपार्थी को इस संदर्भ में प्रार्थनापत्र प्रस्तुत करना जो कि प्रार्थी प्रमाणित नहीं कर पाया है। प्रार्थी के द्वारा स्टेटमेंट ऑफ क्लेम में भी यह उल्लेख नहीं किया गया कि शाखा प्रबंधक के द्वारा अग्रक डिस्पेंच रजिस्टर के द्वारा क्षेत्रीय कार्यालय को उसका आवेदन प्रेषित किया गया। विज्ञापन व सरकूलर दिनांक 29-6-91 की पालना में प्रार्थी के द्वारा यदि आवेदन प्रस्तुत किया जाता तो मत् 1996 में क्षेत्रीय कार्यालय को बैंक की शाखा द्वारा प्रेषित किया जाना विश्वसनीय नहीं है। उक्त परिस्थितियों में केवल मात्र प्रार्थी के द्वारा आवेदन में यह उल्लेख किये जाने पर कि उसका आवेदन क्षेत्रीय कार्यालय को प्रेषित किया गया था डिस्पेंच रजिस्टर



के उपलब्ध न होने के आधार पर अप्रार्थी के विरुद्ध कोई निष्कर्ष नहीं निकाला जा सकता। यदि अप्रार्थी के कब्जे में कोई दस्तावेज होता और वह जानबूझकर प्रस्तुत नहीं करता तभी उसके विरुद्ध निष्कर्ष निकाला जा सकता है। यद्यपि अप्रार्थी की ओर से यह प्रमाणित नहीं हो पाया कि संबंधित रजिस्टर नष्ट किया जा चुका है, फिर भी उक्त परिस्थितियों में अप्रार्थी के विरुद्ध उक्त रजिस्टर उपलब्ध न होने के आधार पर प्रस्तुत न किए जाने से ऐसा कोई निष्कर्ष नहीं निकाला जा सकता। प्रार्थी के विद्वान अधिवक्ता, ए. ए. आई. आर. 1981 पृष्ठ 133 प्रभावती देवी व अन्य बनाम महेन्द्र नारायण सिंह व अन्य व ए. आई. आर. (पंजाब एण्ड हरियाणा) 194 सविदाम बनाम लछमणदास व अन्य को उद्धृत किया है, जिनमें यह अभिनिर्धारित किया गया है कि न्यायालय को अभिवक्ता के बाहर निर्णय नहीं देना चाहिए। अभिवक्ता के बाहर कोई निष्कर्ष नहीं निकाला गया। प्रार्थी के विद्वान अधिवक्ता ने 1997 (76) एफ. एल. आर. पृष्ठ 498 मोहम्मद मोबिन बनाम स्टेट ऑफ यू. पी. व अन्य को भी उद्धृत किया है जिसमें यह अभिनिर्धारित किया गया है की रोजगार देने से इंकार करना भी सेवा समाप्ति के तहत आता है। उक्त न्याय दृष्टांत प्रस्तुत मामले में सुसंगत नहीं है। अतः यह प्रमाणित नहीं है कि प्रार्थी मैनेजमेंट एस. बी. आई. व आल इंडिया फेडरेशन वर्ष 1987 व 91 में हुए मergers के अनुसार (absorption) समायोजन की पूर्ण योजना रखता था।

बिन्दु संख्या 4 :—विपक्ष के विद्वान अधिवक्ता ने इस बिन्दु पर जोर नहीं दिया है।

बिन्दु संख्या 5 :—अप्रार्थी के द्वारा सन् 1991 में जारी विज्ञापन व द्विपक्षीय समझौता वर्ष 1987 व 1991 के अंतर्गत प्रार्थी को मर्जर (absorption) समायोजन हेतु साक्षात्कार के लिए नहीं बुलाया जाना उचित है। प्रार्थी कोई सहायता प्राप्त करने का अधिकारी नहीं है।

पंचाट की प्रतिलिपि केन्द्रीय सरकार को अधिनियम 1947 की धारा 17 की उपधारा (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जाए।

ह./अपठनीय

पीठासीन अधिकारी

नई दिल्ली, 5 अक्टूबर, 2001

का. आ. 2928.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबन्धन के संबंधित नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-10-2001 को प्राप्त हुआ था।

[फा. सं. एल-12012/504/98-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 5th October, 2001

S.O. 2928.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 4-10-2001.

[F. No. L-12012/504/98-IR(B.I)]

AJAY KUMAR, Desk Officer

### ANNEXURE

BEFORE SRI R. P. PANDEY, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT SARVODAYA NAGPUR, KANPUR

Industrial Dispute No. 56 of 99

In the matter of dispute between  
The Secretary,

Akhil Bhartiya Samast Bank Chaturth Shreni  
Karamchhari Mahasangh,  
Sitnagar, Firozabad Road,  
Agra.

### AND

The Assistant General Manager,  
State Bank of India,  
Regional Office,  
First Area Sanjay Place,  
Agra.

### AWARD

1. Central Government Ministry of Labour, New Delhi vide its notification No. L-12012/504/98(IR)B-1 dated 10-3-99 has referred the following dispute for adjudication to this tribunal :—

“Whether the action of the Assistant General Manager State Bank of India Region I Agra vide its order dated 11-12-96 in not giving increment and promotion and not transfer to Sri Ram Din Tiwari in Agra Branch and not giving voluntary retirement and not giving service to his son on compassionate ground? If not to what relief the workman is entitled?”

2. On 5-9-2001 when the case was taken up for hearing and recording evidence on

behalf of the management, the authorised representative of the Union raising the present dispute on behalf of the concerned workman made an endorsement on the statement of claim to the effect that the present claim is not pressed. In view of his endorsement made on the claim, the tribunal is left with no other option but to hold that the claim of the concerned workman is liable to be dismissed as not pressed and concerned workman is not entitled to any relief in pursuance of the reference order.

3. Accordingly it is held that the concerned workman is not entitled to any relief in pursuance of the present reference. The reference is decided accordingly against the workman.

R. P. PANDEY, Presiding Officer

नई दिल्ली, 3 अक्टूबर, 2001

का. प्रा. 2929.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सम्कार बैंक ऑफ राजस्थान लिमिटेड के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जयपुर के पंचाट को प्रकाशित करती जो केन्द्रीय सरकार को 1-10-2001 को प्राप्त हुआ था।

[फा. सं. एल-12012/23/2000-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 3rd October, 2001

S.O. 2929.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Rajasthan Ltd. and their workman, which was received by the Central Government on 1-10-2001.

[F. No. L-12012/23/2000-JR(B-I)]

AJAY KUMAR, Desk Officer

अनुबन्ध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर

आदेश संख्या —एल-12012/23/2000/आई.आर. (बी.-1) 14-3-2000

प्रकरण संख्या: —सी.जी.आई.टी./17/2000

अखिल भारतीय बैंक ऑफ राजस्थान कर्मचारी संघ,  
59, पटेल कॉलोनी, सरदार पटेल मार्ग,  
सी-स्कीम, जयपुर।

प्रार्थी संघ

बनाम

दी बैंक ऑफ राजस्थान लिमिटेड,  
सी.-3, सरदार पटेल मार्ग,  
सी-स्कीम, जयपुर

—अप्रार्थी

उपस्थित :—

प्रार्थी संघ की ओर से

श्री आर.सी. जैन।

अप्रार्थी की ओर से

कोई नहीं।

पंचाट दिनांक 24-8-2001

पंचाट

केन्द्रीय सरकार के द्वारा निम्न विवाद औद्योगिक विवाद अधिनियम, 1947 (जिसे बाद में अधिनियम, 1947 कहा गया है।) की धारा 10 की उपधारा (1) के खण्ड-घ के प्रावधानों के अन्तर्गत उक्त आदेश के जर्ण न्याय निर्णयन हेतु निर्देशित किया गया :—

“Whether the action of the management of Bank of Rajasthan Ltd., Central Office, Jaipur selecting Shri D. S. Chauhan, clerk Godown keeper instead of Ms. Hardevi Gulrajani in violation of provisions of Bipartite Settlement dated 23-1-90 and contrary to the laid down eligibility conditions in absence of appropriate proof of eligibility conditions was justified? If not, what relief the workman is entitled and from what date?”

प्रार्थी की ओर से स्टेटमेंट ऑफ क्लेम प्रस्तुत किया गया, जिसका जवाब विपक्षी की ओर से प्रस्तुत किया गया। क्लेम व जवाब में वर्णित तथ्यों का उल्लेख किया जाता हैमलिए आवश्यक नहीं है क्यों कि विपक्षी की ओर से एक आवेदन प्रस्तुत किया गया कि श्रीमती हरदेवी गुलराजानी ने विपक्षीय पक्ष द्वारा सूचित किया है कि उसकी ओर से यूनियन द्वारा दायर किया गया विवाद विपक्षी बैंक के विरुद्ध चलाने की इच्छा नहीं है क्योंकि दिनांक 17/2/2000 को उसका चयन डाटा एण्ट्री ऑपरेटर के पद पर कर दिया गया है। श्रीमती हरदेवी गुलराजानी ने दिनांक 7/7/2001 को यूनियन के महासचिव को भी उक्त तथ्यों का उल्लेख करते हुए पत्र प्रेषित कर दिया है। अतः प्रार्थना की गई कि प्रकरण में विवाद रहित पंचाट पारित किया जाए।

प्रार्थना-पत्र के साथ प्रतिलिपि पत्र श्रीमती हरदेवी गुलराजानी जो दिनांक 7/7/2001 को उप महाप्रबन्धक, दी बैंक ऑफ राजस्थान लि., को लिखा गया व प्रतिलिपि पत्र दिनांक 7/7/2001 जो महासचिव अखिल भारतीय बैंक ऑफ राजस्थान, कर्मचारी संघ को लिखा गया, प्रस्तुत की। प्रार्थना-पत्र का नोटिस यूनियन के प्रतिनिधी श्री आर.सी. जैन को दिया गया। श्री जैन ने प्रकट किया कि पक्षकारों के बीच कोई विवाद नहीं रहा है, अतः विवाद रहित पंचाट पारित कर दिया जाए।

उक्त परिस्थितियों में विवाद रहित पंचाट पारित किया जाता है।

पंचाट की प्रतिलिपि केन्द्रीय सरकार को अधिनियम, 1947 की धारा 17 की उपधारा (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जाए।

ह./—अपठनीय  
पीठासीन अधिकारी

नई दिल्ली, 5 अक्टूबर, 2001

का. आ. 2930.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-10-2001 को प्राप्त हुआ था।

[फा. सं. एन-12012/122/98-आई आर (बी-1)]  
अजय कुमार, डेस्क अधिकारी

New Delhi, the 5th October, 2001

S.O. 2930.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 4-10-2001.

[F. No. L-12012/122/98-IR(B-I)]  
AJAY KUMAR, Desk Officer

#### ANNEXURE

BEFORE SRI R. P. PANDEY PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SARVODAYA NAGAR, KANPUR  
Industrial Dispute No. 257 of 1999

In the matter of dispute between

The Secretary,  
Akhil Bhartiya Samast Bank Chaturth Shreni  
Karamchari Mahasangh,  
Sitanagar Firozbad Road,  
Agra.

AND

The Assistant General Manager,  
State Bank of India,  
Regional Office,  
First Area Sanjay Place,  
Agra.

#### AWARD

1. Central Government Ministry of Labour New Delhi vide its notification No. L-12012/122/98(IR)B-1 dated 03-9-99 has referred the following dispute for adjudication to this tribunal :—

“Whether the action of the Assistant General Manager State Bank of India Agra in stopping one increment for two years vide order dated 19-11-87 in respect of Sri Surrender Singh is legal and justified ? If not to what relief the workman is entitled ?”

2. On 5-9-2001 when the case was taken up for hearing and recording evidence on behalf of the management, the authorised representative of the Union raising the present dispute on behalf of the concerned workman made an endorsement on the statement of claim to the effect that the present claim is not pressed. In view of his endorsement made on the claim, the tribunal is left with no other option but to hold that the claim of the concerned workman is liable to be dismissed as not pressed and concerned workman is not entitled to any relief in pursuance of the reference order.

3. Accordingly it is held that the concerned workman is not entitled to any relief in pursuance of the present reference. The reference is decided accordingly against the workman.

R. P. PANDEY, Presiding Officer

नई दिल्ली, 5 अक्टूबर, 2001

का. आ. 2931.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-10-2001 को प्राप्त हुआ था।

[फा. सं. एन-12012/505/98-आई आर (बी-1)]  
अजय कुमार, डेस्क अधिकारी

New Delhi, the 5th October, 2001

S.O. 2931.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government

Industrial Tribunal|Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 4-10-2001.

[F. No. L-12012|505|98-IR(B-I)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

BEFORE SRI R. P. PANDEY PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SARVODAYA NAGAR, KANPUR  
Industrial Dispute No. 57 of 99

In the matter of dispute between

Akhil Bhartiya Samast Bank Chaturth Shreni Karamchari Mahasangh,  
The Secretary Office,  
Sitnagar, Firozabad Road,  
Agra.

#### AND

The Assistant General Manager,  
State Bank of India,  
Regional Office,  
First Area Sanjay Place,  
Agra.

#### AWARD

1. Central Government Ministry of Labour New Delhi vide its notification No. L-12012|505|98(IR)B-I dated 19-3-99 has referred the following dispute for adjudication to this tribunal :—

“Whether the claim of Akhil Bhartiya Samast Bank Chaturtha Shreni Karamchari Mahasangh that Sri Bhagwan Singh s/o Amar Singh was a workman of the management of State Bank of India is legal and justified ? If so to what relief the concerned workman is entitled ?”

2. On 5-9-2001 when the case was taken up for hearing and recording evidence on behalf of the management, the authorised representative of the Union raising the present dispute on behalf of the concerned workman made an endorsement on the statement of claim to the effect that the present claim is not pressed. In view of his endorsement made on the claim, the tribunal is left with no other option but to hold that the claim of the con-

cerned workman is liable to be dismissed as not pressed and concerned workman is not entitled to any relief in pursuance of the reference order.

3. Accordingly it is held that the concerned workman is not entitled to any relief in pursuance of the present reference. The reference is decided accordingly against the workman.

R. P. PANDEY, Presiding Officer

नई दिल्ली, 5 अक्टूबर, 2001

का.श्रा. 2932.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नोर्दन रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 4-10-2001 को प्राप्त हुआ था ।

[फा. सं. एल-41012/248/97-आई आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 5th October, 2001

S.O. 2932.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal|Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Northern Railway and their workman, which was received by the Central Government on 4-10-2001.

[F. N. L-41012|248|97-IR(B-I)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

BEFORE SRI R. P. PANDEY, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SARVODAYA NAGAR, KANPUR

Industrial Dispute No. 91 of 98

In the matter of dispute between

Rajesh Kumar Singh,  
s/o Sri Gauri Shanker Singh,  
r/o Railway Quarter Sankhya 487,  
Tejaab Mill Colony, Uttar Railway,  
Kanpur.

#### AND

Divisional Railway Manager,  
Northern Railway,  
Allahabad Division,  
Allahabad.

### AWARD

1. Central Government, Ministry of Labour, New Delhi vide its notification No. L-41012/248/97-IR(B-I) dated 19-5-98 has referred the following dispute for adjudication to this Tribunal :—

“Kya Mandal Rail Prabandhak, Uttar Railway, Sri Rajesh Kumar Singh son of Sri Gauri Shanker Singh Mandal Room Attendant ko dinank 1-12-93 se naukari se nishkasit karna nyayochit hai ? Yadi nahi to to sambandhit karmkar kis anutosh ka haqdar hai ?”

2. In the statement of claim it has been alleged by the concerned workman that he was appointed on the post of Model Room Attendant and was continuously working under Principal Electric Training School, Northern Railway Fazalganj, Kanpur with effect from 19-1-82. It was been alleged that the post on which workman was working and nature of work was permanent and he was getting all benefits as were given to the permanent employee. It has been alleged that the concerned workman originally belongs to State of Bihar. He received a telegram from his village regarding illness of his mother on 23-4-91. After taking earned leave for the period 24-4-91 to 4-5-91 the workman proceeded for his village. It has been alleged that as the condition of his mother was serious he extended his leave and submitted leave application through his colleague to the Training School. It has been alleged that the concerned workman also fell ill due to strain received by him. It has been alleged that after being declared fit he appeared for duty on 23-4-94 before the Principal Electric Training School alongwith medical fitness certificate and requested for duty but he was denied and was handed over dismissal order dated 1-12-93 alongwith copy of enquiry report on 7-4-94. The concerned workman has denied having committed any misconduct. It has been alleged that the concerned workman made a written request to review the order of dismissal from service but what action was taken by the management was not made known to him. It has been further alleged in the claim statement that neither any charge sheet and nor any show cause notice was ever served on the concerned workman nor the management gave any information regarding disciplinary action and nor he was ever afforded any opportunity of being heard in the disciplinary

case. It has been alleged that entire action taken against the concerned workman is wholly illegal and malafide and is by way of victimization, and is against the principle of natural justice. On the basis of these allegations it has been alleged by the concerned workman that he be reinstated in service with full back wages and all consequential benefits.

3. The management has filed its written statement in which it has denied the averments made by the concerned workman in his statement of claim. It has been alleged that the workman remained on unauthorised absence hence the termination of service of the workman is fully justified. It has been alleged that the concerned workman was duly informed of the charge sheet, show cause notice and enquiry proceedings at his registered address at Kanpur. On the basis of these allegations it has been alleged that the claim of the concerned workman is liable to be rejected.

4. The workman has filed rejoinder in which he has reiterated the facts alleged in the statement of claim.

5. In this case after 1-9-2000 the management stopped appearing in the case hence the case proceeded ex parte against the management.

6. The concerned workman filed 13 documents in support of his case and has also filed his evidence on affidavit. In his evidence on affidavit the concerned workman has proved his case and has also proved the documents marked Ext. W.1 to W.13.

7. I have heard the authorised representative for the concerned workman and have gone through the record of the case. The evidence of the concerned workman in this case goes uncontroverted hence I am inclined to believe the case of the concerned workman that his services were illegally dispensed with by the management of Northern Railway without adhering to principles of natural justice and without giving him any charge sheet and without giving him any opportunity to explain by serving copy of enquiry report on his before passing the order of removal from service. The order of removal from service was passed on the same day on which enquiry report was submitted. As such the termination of the services of the concerned workman with effect from 1-12-93 is bad in law and is liable to be set aside.

8. In view of above considerations, I hold that the action of the management in terminating the services of the concerned workman with effect from 1-12-93 is illegal and unjustified and the workman is entitled to be reinstated in the service of the management with full back wages and all consequential benefits.

9. Reference is therefore answered accordingly in favour of the concerned workman.

R. P. PANDEY, Presiding Officer

नई दिल्ली, 4 अक्टूबर, 2001

का.आ. 2933.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय भू-वैज्ञानिक सर्वेक्षण के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जयपुर के पंचाट की प्रकाशित करती है, जो केन्द्रीय सरकार को 4-10-2001 को प्राप्त हुआ था।

[का. सं. एल-42012/152/96-आई आर. (डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 4th October, 2001

S.O. 2933.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Geological Survey of India and their workman, which was received by the Central Government on 4-10-2001.

[F. No. L-42012/152/96-IR(DU)]  
KULDIP RAI VERMA, Desk Officer

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय जयपुर।  
आदेश संख्या एल-42012/152/96-आई आर. डी. यू./  
25-6-97

प्रकरण संख्या :— सी. आई. टी. बी-24/97

महेश चन्द्र गोड पुत्र अनुपचंद गोंड निवासी गढ़. हिम्मतसिंह तहसील महाराजगढ़ जिला बीमा राजस्थान मार्फत श्री सीताराम गुप्ता ट्रेड यूनियन कार्यकर्ता, मजदूर मैदान राममंदिर के पास, बनीपार्क, जयपुर (राजस्थान)

—प्रार्थी

बनाम

1. डी. आई. भारतीय भू-वैज्ञानिक सर्वेक्षण विभाग (जी. एस. आई.) पश्चिमी क्षेत्र हलालाना हुंगरी, जयपुर (राजस्थान)

2. डी. आई. सी भारतीय भू-वैज्ञानिक सर्वेक्षण विभाग, (जी. एस. आई. यूनिट) 223 वॉम बाड़ा, राजस्थान।

3. डिप्टी डायरेक्टर जनरल भू-वैज्ञानिक सर्वेक्षण विभाग, (जी. एस. आई.) पश्चिमी क्षेत्र हलालाना हुंगरी, जयपुर (राज.)

—अप्रार्थीगण

उपस्थित :—

प्रार्थी की ओर से

श्री सीताराम गुप्ता।

अप्रार्थीगण की ओर से

श्री बी. एस. गूर्जर।

पंचाट दिनांक :—

4-9-2001

पंचाट

केन्द्रीय सरकार के द्वारा निम्न विवाद औद्योगिक विवाद अधिनियम, 1947 (जिसे बाद में अधिनियम, 1947 कहा गया है) की धारा 10 की उपधारा (1) के खंड घ के प्रावधानों के अन्तर्गत उक्त आदेश के जरिये न्यायनिर्णयन हेतु निर्देशित किया गया :—

"Whether the action of Dy. Director General, Geological Survey of India (WR), Jaipur is justified in terminating the services of Sh. Mahesh Chand Gaur (workman) when the services of junior workman Sub Sh. Jeevan Ram, Rupa Ram, Khanaiya Lal & others were retained at GSI, Camp Ghatol, Distt. Banswara? If not, what relief the workman is entitled to?"

प्रार्थी की ओर से स्टेटमेंट ऑफ क्लेम प्रस्तुत किया गया, जिसमें उल्लेख किया गया कि उसकी निशुक्ति अप्रार्थी संख्या-1 के द्वारा दैनिक बेतन भोगी श्रमिक के रूप में अप्रार्थी प्रबंधक संख्या-2 के अधीन दिनांक 17-8-93 को की गई, तभी से वह निरन्तर कार्य करता रहा। 240 दिन पूरे न होने की नियत से अप्रार्थी संख्या-3 के निर्देश पर अप्रार्थी संख्या-2 ने यह कहते हुए दिनांक 28-2-94 को उसकी सेवा समाप्त कर दी कि उसके कार्य की आवश्यकता नहीं है। अप्रार्थी प्रबंधक द्वारा समझौता अधिकारी के समक्ष शपथ-पत्र में स्वीकार किया गया कि प्रार्थी दिनांक 16-9-93 से अस्थाई आधार पर फील्ड कैम्प में सामान चढ़ाने, उतारने आदि कार्य के लिए पूर्णतः आकस्मिक कामगार के रूप में लगाया हुआ था? दिनांक 28-2-94 से उसकी छंटनी कर दी गई। आकस्मिक कामगारों के लिए कोई उपस्थिति रजिस्टर नहीं रखा गया, जिससे स्पष्ट है कि प्रार्थी की छंटनी की गई थी। प्रार्थी की छंटनी से पूर्व कोई बरिष्ठता सूची नहीं बनाई गई व न बरिष्ठता सूची का प्रकाशन किया गया। प्रार्थी से कनिष्ठ श्रमिक कन्हैयालाल, जीवन लाल, रुपाराम आदि श्रमिक रखे गए, वे कार्यरत थे। इस प्रकार प्रार्थी की सेवा समाप्ति अधिनियम, 1947 की धारा 25-जी, एच व औद्योगिक विवाद (केन्द्रीय) नियम, 1957 जिसे बाद में नियम, 1957 कहा गया है। के नियम, 77 का उल्लंघन कर की गई। प्रार्थना की गई कि उसकी सेवा पृथक्करण का आदेश दिनांक 28-2-94 को अवैध व अनुचित घोषित किया जाए व सेवा पृथक्करण की तिथि से संवैतनिक एवं निरन्तर सेवा में लेने हेतु अप्रार्थीगण को आदेश दिया जाए।

अप्रार्थीगण की ओर से जवाब में उल्लेख किया गया कि भारत सरकार प्रकरण में आवश्यक पक्षकार है, जिसे पञ्चाट

नहीं बनाया गया, अतः इस कारण क्लेम निरस्त किए जाने योग्य है। प्रार्थी को पूर्णतया आकस्मिक व अस्थायी तोर पर आकस्मिक कार्य की उपलब्धता के कारण एक निश्चित अवधि के लिए दैनिक वेतन भोगी कर्मचारी के रूप में कार्य पर रखा गया था। आकस्मिक कार्य की समाप्ति के कारण प्रार्थी की सेवाएं समाप्त हो गईं। अतः प्रार्थी की सेवा समाप्ति छंटनी के तहत नहीं आती। अप्रार्थी संस्थान "उद्योग" की परिभाषा में नहीं आता व न प्रार्थी "कर्मकार" की परिभाषा में। अप्रार्थी संस्थान के जिन अधिकारों का विवरण प्रार्थी ने दिया है वे कार्यरत नहीं हैं क्योंकि उनकी सेवा भी आकस्मिक कार्य की समाप्ति के साथ-साथ माह मई व जून, 1994 में समाप्त हो गई।

प्रार्थी की ओर से जवाब का प्रत्युत्तर प्रस्तुत किया गया, जिसमें अप्रार्थीगण के इस कथन को गलत बताया कि प्रार्थी को एक निश्चित अवधि के लिए नियोजन में रखा गया हो। इस कथन को भी गलत बताया गया कि अप्रार्थी संस्थान उद्योग की परिभाषा में नहीं आता व प्रार्थी कर्मकार की परिभाषा में नहीं आता।

पक्षकारों के अधिकारों के आधार पर निम्नांकित विवाद बिन्दु बनाए गए :

(1) आया भारत सरकार भारत संघ प्रकरण में आवश्यक पक्षकार है यदि हां तो इसका प्रभाव ?

(2) आया प्रार्थी को विपक्षी संस्थान में एक निश्चित अवधि के लिए कार्य हेतु रखा गया था एवं आकस्मिक कार्य की समाप्ति के कारण उसकी सेवा स्वतः समाप्त हो गई ?

(3) आया विपक्षी संस्थान "उद्योग" की परिभाषा में नहीं आता व न ही प्रार्थी "कर्मकार" की परिभाषा में, यदि हां तो इसका प्रभाव ?

(4) आया प्रार्थी की सेवा समाप्ति छंटनी की परिभाषा में नहीं आती ?

(5) आया अप्रार्थी के द्वारा औद्योगिक विवाद अधिनियम, 1947 की धारा 25-जी का उल्लंघन किया गया ?

(6) आया अप्रार्थी के द्वारा प्रार्थी की सेवा समाप्ति से पूर्व बरिष्ठता सूची दर्ज बनाई गई व न प्रकाशित की गई यदि हां, तो इसका प्रभाव ?

(7) प्रार्थी किस सहायता को प्राप्त करने का अधिकारी है ?

क्लेम के समर्थन में प्रार्थी की ओर से स्वयं का शपथ-पत्र प्रस्तुत किया गया, जिस पर प्रतिपरीक्षा करने का अवसर अप्रार्थीगण के अधिवक्ता की दिया गया। अप्रार्थीगण की ओर से प्रलेखीय माध्य में समझौता अधिकारी के समक्ष अप्रार्थी की ओर से प्रत्युत्तर का जवाब की प्रतिलिपि प्रदर्श डब्ल्यू-1 समझौता अधिकारी के समक्ष अप्रार्थी द्वारा प्रस्तुत जवाब की, प्रतिलिपि प्रदर्श डब्ल्यू-2 एवं वेतन भुगतान बिल की प्रतिलिपि प्रदर्श डब्ल्यू-3 प्रस्तुत किए गए। अप्रार्थी गण की ओर से आर. के. विशनोई विपक्षी संस्थान के निदेशक का शपथ-पत्र

प्रस्तुत किया गया जिस पर प्रतिपरीक्षा करने का अवसर प्रार्थी के प्रतिनिधि को दिया गया। प्रलेखीय माध्य में विपक्षी की ओर से वेतन भुगतान बिल प्रदर्श एम-डब्ल्यू-1 से एम-डब्ल्यू-7 की प्रतिलिपियां एवं प्रतिलिपि पत्र डीनर इंचार्ज प्रदर्श एम-डब्ल्यू-8 प्रस्तुत किए गए।

वहस सुनी गई एवं पतावली का अवलोकन किया गया।

बनाए गए विवाद बिन्दुओं का विनिश्चय निम्न प्रकार किया जाता है :—

बिन्दु संख्या : 1 अप्रार्थी के विद्वान अधिवक्ता ने इस बिन्दु पर जोर नहीं दिया है।

बिन्दु संख्या :—2 अप्रार्थीगण की ओर से ऐसा कोई लिखित सबिदा प्रस्तुत नहीं किया गया जिसके आधार पर यह कहा जा सके कि प्रार्थी की नियुक्ति अप्रार्थी संस्थान में एक निश्चित अवधि के लिए की गई थी। यद्यपि आर. के. विशनोई ने अपने शपथ-पत्र में कहा है कि प्रार्थी को विशेष कार्य हेतु विशेष अवधि के लिए दैनिक वेतन भोगी कर्मचारी के रूप में नियोजित किया गया था। उसका ऐसा कथन नहीं है कि एक निश्चित अवधि के लिए प्रार्थी को नियोजित किया गया हो, ऐसी दशा में अप्रार्थीगण की ओर से यह प्रमाणित नहीं है कि प्रार्थी को एक निश्चित अवधि के लिए विपक्षी संस्थान में नियोजित किया गया जिसकी समाप्ति पर प्रार्थी की सेवाएं स्वतः समाप्त हो जाती।

बिन्दु संख्या :—3 अप्रार्थीगण के विद्वान अधिवक्ता ने इस बिन्दु पर जोर नहीं दिया है।

बिन्दु संख्या :—4 प्रार्थी का कथन है कि उसने विपक्षी संस्थान में दैनिक वेतन भोगी कर्मचारी के रूप में दिनांक 17/8/93 से 28/2/94 तक कार्य किया जबकि विपक्षी की ओर से वेतन भुगतान बिल प्रदर्श एम-डब्ल्यू-1 से एम-डब्ल्यू-7 प्रस्तुत किए गए हैं जिसके अनुसार प्रार्थी के द्वारा दिनांक 16/9/93 से 15/3/94 की अवधि में 168 दिन कार्य किया जाना प्रमाणित होता है। प्रार्थी वेतन भुगतान बिल प्रदर्श एम-डब्ल्यू-1 से एम-डब्ल्यू-7 में उसके द्वारा कार्य किए गए दिवसों की संख्या को गलत होना नहीं कहा है। उसका कथन है कि हो सकता है कि उसने उक्त दिवसों में विपक्षी संस्थान में कार्य किया हो। इस प्रकार प्रार्थी के द्वारा अप्रार्थी संस्थान में उक्त अवधि में दैनिक वेतन के आधार पर कार्य किया जाना प्रमाणित है। अप्रार्थीगण के विद्वान अधिवक्ता का तर्क है कि प्रार्थी दैनिक मजदूरी के आधार पर नियुक्त किया गया था, अतः प्रार्थी की सेवा समाप्ति छंटनी के तहत नहीं आती। उनका तर्क है कि प्रार्थी स्वयं कार्य छोड़कर चला गया था। प्रथम तो उनका तर्क क्लेम में दिए गए जवाब का विरोधी है जिसमें उल्लेख किया गया है कि एक निश्चित अवधि के पश्चात प्रार्थी की सेवा स्वतः समाप्त हो गई। दूसरे अप्रार्थीगण की ओर से समझौता अधिकारी के समक्ष प्रत्युत्तर के जवाब प्रदर्श डब्ल्यू-1 में उल्लेख

किया गया है कि प्रार्थी की सेवा दिनांक 28/2/94 को समाप्त की गई। इसके अतिरिक्त प्रार्थी का भी कथन है कि दिनांक 28/2/94 को उसकी सेवा समाप्त कर दी गई व उसे दिनांक 28/2/94 के पश्चात् कार्य पर नहीं लिया। अतः यह नहीं कहा जा सकता कि प्रार्थी ने स्वयं कार्य छोड़ दिया व उसकी सेवा समाप्त छंटनी के तहत नहीं आती।

बिन्दु संख्या :—5 अप्रार्थीगण की ओर से— भुगतान बिल प्रदर्श एम-डब्ल्यू-2 से एम-डब्ल्यू-7 प्रस्तुत किए गए हैं। एम-डब्ल्यू-2 से स्पष्ट है कि प्रार्थी को दिनांक 16/9/93 को अप्रार्थी संस्थान में नियुक्त किया गया व जीवनराम, रूपाराम एवं कन्हैयालाल को दिनांक 16/12/93 को अतः उक्त तीनों ही श्रमिक प्रार्थी से सेवा में कनिष्ठ थे। प्रतिनिधि पत्र प्रदर्श एम-डब्ल्यू-8 से यह भी स्पष्ट है कि जीवन राम को दिनांक 15/6/94 से व रूपाराम को 15/5/94 व कन्हैयालाल को 12/6/94 तक अप्रार्थी संस्थान के नियोजन में रखा गया। प्रार्थी की ओर से ऐसी कोई साक्ष्य प्रस्तुत नहीं की गई कि उक्त अवधि के पश्चात् जीवनराम, रूपाराम व कन्हैयालाल को नियोजन में रखा गया हो। इस प्रकार जीवनराम, रूपाराम व कन्हैयालाल जो कि प्रार्थी से सेवा में कनिष्ठ थे उन्हें विपक्षी संस्थान में नियोजन में रखे जाते हुए अप्रार्थीगण के द्वारा प्रार्थी की सेवा समाप्त करना “पहले आए आखिर जाए” के सिद्धान्त का उल्लंघन है। यद्यपि अधिनियम, 1947 की धारा 25-जी आशापक नहीं है व निर्देशात्मक है परन्तु अप्रार्थीगण के द्वारा ऐसा कोई कारण नहीं बताया गया कि उन्हें “क्योकर” उक्त श्रमिकों को प्रार्थी से कनिष्ठ होते हुए—सेवा में रखा गया। इस प्रकार अधिनियम, 1947 की धारा 25-बी का उल्लंघन किया जाना प्रमाणित है।

बिन्दु संख्या :—6 अप्रार्थीगण द्वारा ऐसा जवाब में उल्लेख नहीं किया गया व नहीं साक्ष्य प्रस्तुत की गई कि प्रार्थी की सेवा समाप्ति से पूर्व कोई वरिष्ठता सूची बनाई गई अथवा प्रकाशित की गई, अतः नियम, 1957 के नियम-77 का उल्लंघन होता प्रमाणित है।

बिन्दु संख्या :—7 अप्रार्थी संख्या-3 डिप्टी डायरेक्टर जनरल के द्वारा प्रार्थी की सेवा समाप्ति अधिनियम, 1947 की धारा 25-जी एवं नियम, 1957 के नियम-77 का उल्लंघन किए जाने के कारण अवधि एवं अनुचित पाई जाती है। माननीय राजस्थान उच्च न्यायालय ने आर. एल.आर. 1991 (2) 65 सूर्य प्रकाश शर्मा बनाम राजस्थान टैक्स बुक बोर्ड, जयपुर व अन्य के मामले में यह अभिनिर्धारित किया है कि अधिनियम, 1947 की धारा 25-जी का उल्लंघन करते हुए याची से कनिष्ठ व्यक्तियों को सेवा में रखा गया हो तो ऐसी दशा में बतौर क्षतिपूर्ति के याची उस अवधि का वेतन प्राप्त करने का अधिकारी होगा जिस अवधि में उससे कनिष्ठ व्यक्तियों को सेवा में रखा गया हो। प्रस्तुत मामले में जीवनराम जो कि अप्रार्थी से कनिष्ठ था को दिनांक 15/6/94 तक नियोजन में रखा गया जैसा कि पत्र प्रदर्श एम-डब्ल्यू-8 में व आर.के. विश्नोई ने अपने शपथ-पत्र में उल्लेख किया है। उक्त परि-

स्थितियों में उक्त न्याय दृष्टान्त को दृष्टिगत रखते हुए प्रार्थी को बतौर क्षतिपूर्ति के प्रार्थी की सेवा समाप्ति की दिनांक से दिनांक 15/6/94 तक की मजदूरी जो कि जीवनराम ने उक्त अवधि में प्राप्त की दिनाया जाना उचित प्रतीत होता है। अप्रार्थीगण उक्त अवधि की उक्त मजदूरी की राशि को पंचाट के प्रकाशन के दो माह की अवधि के भीतर अदा करे, जिसके भुगतान न करने की दशा में प्रार्थी उक्त राशि पर अप्रार्थीगण से 10 प्रतिशत वार्षिक व्याज की दर से भुगतान प्राप्त करने का अधिकारी होगा।

पंचाट की प्रतिलिपि केन्द्रीय सरकार को अधिनियम, 1947 की धारा 17 की उपधारा (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जाए।

ह. अपठनीय,  
पीठासीन अधिकारी

नई दिल्ली, 4 अक्टूबर, 2001

का. प्रा. 2934.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मिलिट्री फार्म के प्रबंधन के संबंध निगोशकों और उनके कर्मचारों के बीच, अनुसन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-10-2001 को प्राप्त हुआ था।

[फा.सं. एल.-32(9)/86-कॉन.डी.-II (बी.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 4th October, 2001

S.O. 2934.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Military Farm and their workman, which was received by the Central Government on 4-10-2001.

[F. No. L-32(9)/86-Con-D-II(B)]

KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL (NO. 2) AT

DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section  
(10)(1)(d) of the I.D. Act, 1947

Reference No. 129 of 1987

PARTIES :

Employers in relation to the management of  
Military Farm, Namkum, Ranchi and their  
workman.



## APPEARANCES :

On behalf of the workman : None.

On behalf of the employers : Shri Shiv Shankar Yadav, Authorised Representative.

STATE : Jharkhand.

INDUSTRY : Military Farm.

Dated, Dhanbad, the 19th September, 2001

## AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-32(9)/86-Con.D.II(B) dated 22-4-87 :

## SCHEDULE

“Whether the action of the Management of Military Farm, Namkum, Ranchi in denying employment to Shri Basudeo Yadav, Farm Hand w.e.f. 15-10-85 and not paying full wages from 2-4-79 is justified? If not, to what relief the workman is entitled to?”

2. In course of hearing of the instant reference representative for the management submitted that they have already paid the arrears pay and allowances to the concerned workman for the period from 2-4-79 to 31-8-94 and in support of his claim they have submitted relevant papers duly signed by the Officer In-charge, Military Farm, Namkum. The management also submitted a copy of the Wage Book for the month of October, 1994 relating to disbursement of arrear amount in question to the concerned workman. The concerned workman in course of hearing was not present. As a result the matter in issue was taken up ex-parte. Considering the relevant papers and also considering the submission of the learned Advocate for the management I find sufficient ground to hold that the arrears in question has already been paid to the concerned workman. As the arrears of wages has already been paid by the management, at this stage I consider that the concerned workman has no grievance relating to the dispute raised by him. Vide Order No. 16 dated 8-2-94 my Predecessor-in-office clearly observed that as there was no dispute existed between the parties save and except the concerned workman should be paid his dues at the earliest possible. I think when that payment has already been made by the management it is needless to proceed with the further hearing of the instant case. In the result, no dispute existed between the parties. An Award is passed accordingly.

B. BISWAS, Presiding Officer

नई दिल्ली, 4 अक्टूबर, 2001

का.आ. 2935.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार मिनट्री फार्म के प्रबंधकों के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुसूचन में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम नं. 2, धनबाद 3250 GI/2001—11.

के पंचायत को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-10-2001 को प्राप्त हुआ था।

[फा.सं. एल.-32(10)/86-कोन.-I/डी.-II(बी.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 4th October, 2001

S.O. 2935.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Military Farm and their workman, which was received by the Central Government on 4-10-2001.

[F. No. L-32(10)/86-Con-I/D.II(B)]

KULDIP RAI VERMA, Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL (NO. 2) AT  
DHANBAD

## PRESENT :

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

Reference No. 309 of 1987

## PARTIES :

Employers in relation to the management of Military Farm, Namkum, Ranchi and their workman.

## APPEARANCES :

On behalf of the workman : None.

On behalf of the employers : Shri Shiv Shankar Yadav, Authorised Representative.

STATE : Jharkhand. INDUSTRY : Military Farm.

Dated, Dhanbad, the 19th September, 2001

## AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-32(10)/86-Con.I/D.II(B) dated, the 22nd December, 1987 :

## SCHEDULE

“Whether the action of the Management of Military Farm, Namkum, Ranchi in denying employment to Shri Adalat Sahu Farm Hand w.e.f. 15-10-85 and not paying full wages from 2-4-79 is justified? If not, what relief the workman is entitled to?”

2. In course of hearing of the instant reference representative for the management submitted that they

have already paid the arrear pay and allowances to the concerned workman for the period from 2-4-79 to 31-8-94 and in support of this claim they have submitted relevant papers duly signed by the Officer Incharge, Military Farm, Nanakum. The management also submitted a copy of the Wage Book for the month of October, 1994 relating to disbursement of arrear amount in question to the concerned workman. The concerned workman in course of hearing was not present. As a result the matter in issue was taken up ex parte. Considering the relevant papers and also considering the submission of the learned Advocate for the management I find sufficient ground to hold that the arrears in question has already been paid to the concerned workman. As the arrears of wages has already been paid by the management, at this stage I consider that the concerned workman has no grievance relating to the dispute raised by him. Vide Order No. 16 dated 8-2-94 my Predecessor-in-office clearly observed that as there was no dispute existing between the parties save and except the concerned workman should be paid his dues at the earliest possible date. I think when that payment has already been made by the management it is needless to proceed with the further hearing of the instant case. In the result, no dispute existed between the parties. An Award is passed accordingly.

B. BISWAS, Presiding Officer

नई दिल्ली, 5 अक्टूबर, 2001

का.अ. 2936.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, एजिक्यूटिव ऑफिसर, कंस्टेबल बोर्ड के अध्यक्ष के संबद्ध निरीक्षकों और उनके कार्यों के बीच, अनुवन्द में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधि-करण कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-10-2001 को प्राप्त हुआ था।

[पा. सं. एल.-13012/7/98-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 5th October, 2001

S.O. 2936.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Executive Officer, Cantonment Board and their workman, which was received by the Central Government on 5-10-2001.

[F. No. L-13012/7/98-IR(DU)]

KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

BEFORE SRI R. P. PANDEY, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SARVODAYA NAGAR, KANPUR

Industrial Dispute No. 34 of 1999

In the matter of dispute between :—

Sri Dinesh Kumar,  
C/o Sri B. D. Chaurasia,  
President UTUC UP Branch,  
30/81, Rajamandi Agra.

AND

Executive Officer Cantonment Board,  
Mathura, U.P.

#### AWARD

1. Central Government, Ministry of Labour, vide its notification No. L-13012/7/98/IR.(DU) dated 16-2-99 has referred the following dispute for adjudication to this tribunal :—

“Whether the action of Executive Officer of Cantonment Board, Mathura in terminating the services of Sri Dinesh Kumar is legal and justified? If not to what relief the workman is entitled?”

2. The workman filed statement of claim with the allegations that he was appointed as Safaiwala on 9-12-93 in Cantonment Board Mathura and served at that post up to 28-2-95 without any break at a monthly salary of Rs. 1795. He did not give any opportunity to the employer to complaint against his work and conduct. No charge sheet or show cause notice was ever served on him. The services of the workman were terminated with effect from 1-3-95 illegally without making compliance of provisions of Section 25F of Industrial Disputes Act. The workman wrote to the higher authorities on 5-4-95 and requested for taking him in the service but it was of no consequence. The workman moved application before the labour department of U.P. Government and when the conciliation failed the Government referred the matter to U.P. Industrial Tribunal, Agra. The U.P. Industrial Tribunal, Agra held that it had no jurisdiction to decide the dispute as the Central Government Industrial Tribunal was competent to decide the dispute. Thereafter, the workman raised the dispute before ALCC and thereafter the Government of India referred this dispute to this tribunal vide notification dated 16-2-99 for decision. It has been alleged that the workman is entitled to be reinstated in service with full back wages.

3. The management of Cantonment Board Mathura filed written statement with the contention that the claim of the workman was barred by Limitation, hence it is liable to be rejected on this ground alone. It has been alleged that although the management had raised objection in the very beginning that the Central Government was the appropriate government to refer the dispute to CGIT and the State Government had no jurisdiction in the matter but the workman did not pay heed to it and ultimately the industrial dispute was referred to the State Industrial Tribunal Agra, which dismissed the claim on the ground that it had no jurisdiction to try the case. It has been alleged that the concerned workman was appointed vide order dated 9-12-93 on the post of Safaiwala for a fixed period up to 28-2-94 according to the rules applicable to the employees of Cantonment Board. His appointment was made in view of the contract made between the Military Officers and the Canton-

ment Board. Thereafter the term of the concerned workman was extended from 1-3-94 to 28-2-95 by written order. The concerned workman was appointed temporarily and had no right to hold the post. After the term of appointment expired his services automatically came to an end. However one month's notice was also given to him before the expiry of the term of his appointment. It has been alleged that some post of Safaiwala was reduced by Military Administration in the year 1995-96 hence the services of the concerned workman was terminated for want of the post as the posts sanctioned earlier were reduced by the Military by way of contract made between the Military authorities and the Cantonment Board for the year 1995-96. The salary of the concerned workman up to 28-2-95 was paid. It has been prayed that there is no illegality in the action taken by the management of Cantonment Board Mathura. It has been alleged that the claim filed by the workman should be rejected.

4. The concerned workman filed rejoinder in which it has been alleged that as notice for retrenchment or retrenchment compensation as required under section 25F of Industrial Disputes Act, was not paid to the concerned workman on the date of termination of his service, hence the impugned order of termination is illegal being passed in violation of Section 25F of the Industrial Disputes Act, 1947.

5. The workman examined himself as W.W.1 and filed documents Ext. W-1 to W-4 in support of his case. The management examined Amol B. Jagtap as M.W.1 and Salamat Khan as M.W.2 and filed documents Ext. M-1 to M-6 in support of its case.

6. I have heard the authorised representatives for the parties and have gone through the record of the case. From the oral and documentary evidence available on the record it is established beyond doubt that the concerned workman was appointed for the post of Safaiwala in Cantonment Board Mathura by the competent authority vide order dated 9-12-93 for the period up to 28-2-94. The copy of that appointment order is Ext. M-3 on the record which has been admitted by the authorised representative for the workman. The order dated 11-4-94 Ext. M-4 passed by the appointing authority is on the record which shows that the term of the appointment of the concerned workman was extended from 1-3-94 to 28-2-95. This extension was also made giving him temporary extension up to 28-2-95. These facts have not been denied by the concerned workman in his evidence on record. It is also admitted case of the parties that services of the concerned workman came to an end on 28-2-95. The record also shows that notice dt. 28-1-95 marked Ext. M-5 was issued to the concerned workman in which it was clearly mentioned that the concerned workman was initially appointed vide appointment letter dt. 9-12-93 for a period of two months 22 days upto 28-2-95 and term of his appointment was extended upto 28-2-95 vide office order dated 11-4-94. It was also mentioned in the notice that the service of the concerned workman shall stand terminated according to the orders mentioned above. Thus the services of the concerned

workman stood terminated on 28-2-95 when the terms of his appointment came to an end.

7. It has been pleaded by the management of Cantonment Board Mathura that some post of Safaiwala were reduced by the military authorities in the annual contract made between the Military authorities and the Cantonment Board for engaging Safaiwala during the period 95-96 and there was no post left for the concerned workman hence his services stood terminated after expiry of the term of his appointment and his tenure could not be extended. This fact has been proved by M.W.1 Mr. Amol B. Jagtap M.W.1. The testimony of M.W.1 on this point goes uncontroverted. He has proved the same fact which was pleaded by the management in its written statement. Even in the rejoinder the concerned workman did not say that the post of Safaiwala were not reduced by the Military Authorities in the annual contract made for the year 1995-96 between the Cantonment Board and Military Authorities. I am therefore inclined to believe the case of the management on the point that the posts of Safaiwala were reduced or abolished during year 1995-96 hence the concerned workman could not get extension of service or continuity of service with effect from 1-3-95 as his service term was extended by the competent authority upto 28-2-95 and the appointing authority had no jurisdiction to extend the term of the service of the concerned workman due to abolition or reduction of the posts of Safaiwala. I, therefore hold that termination of the service of the concerned workman does not appear to be arbitrary and illegal specially when there was no post on which he could be allowed to continue as Safaiwala after 1-3-95.

8. The authorised representative for the workman has argued that as concerned workman had worked for more than 240 days preceding the date of termination he was entitled to get protection of the provisions of Section 25F of the Act. He has further argued that admittedly no notice as required under Section 25F of the Act and no retrenchment compensation as required under the aforesaid section was given to the concerned workman before the date of termination, the impugned order of termination being passed in violation of Section 25F of the Act is illegal and is liable to be set aside. On the other hand the authorised representative for the management has argued that the case of the concerned workman is squarely covered under Section 2(oo)(bb) of the Industrial Disputes Act hence the termination of the service of the concerned workman does not come within the definition of retrenchment and the provisions of Section 25F of the Act shall not apply to his case.

9. After going through the record of the case and the provisions of Section 2(oo)(bb) and Section 25F of Industrial Disputes Act, I find force in the contention of the authorised representative for the management. Section 2(oo) defines retrenchment. It has been provided under Section 2(oo) that retrenchment means termination by the employer of the service of the workman for any reason what so ever otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

(a) voluntarily retirement of the workman ; or

(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf.

[(bb) termination of the service of the workman as a result of non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or

(c) termination of the service of a workman on the ground of continued ill health;]

10. From the definition of retrenchment as given in Section 2(o)(bb) it is clear that termination of the services of the workman as a result of non-renewal of contract of employment between the employer and the workman concerned on its expiry is not included in the definition of retrenchment. In this case Dinesh Kumar was appointed vide order dated 9-12-93 by the executive officer up to 28-2-94 and his term was further extended for a period up to 28-2-95. On 28-2-95 the services of the concerned workman came to an end automatically as there was not any renewal of the contract of employment as no post of Safaiwala was available for his continuance in service. In these circumstances I hold that the alleged termination of service of the concerned workman being covered by clause (bb) mentioned above did not come within the definition of retrenchment as given under Section 2(o) of the Industrial Disputes Act. Section 25F of the Industrial Disputes Act deals with the retrenchment of the workman from the service by the employer. As the termination of the service of the concerned workman did not come within the definition given under section 2(o) of Industrial Disputes Act, the provisions of Section 25F of the Act did not apply in the case and the management was not under any obligation to make compliance of the provisions of Section 25F of the Act.

11. The authorised representative for the workman has placed reliance on a decision of Delhi High Court passed on 13-2-81 in Malkhan Singh versus Union of India 1981 (42) FLR 407 in which it was laid down that termination of service of temporary railway servant by one month notice amounts to retrenchment. The law laid down in this case does not apply in this case because the definition of retrenchment was amended in the year 1984 where by clause (bb) has been added indicating that if the term of appointment is not renewed by the employer or the service are terminated according to the terms of service that termination shall not amount to retrenchment. Thus the aforesaid decision of Delhi High Court is of no help to the workman.

12. In view of above considerations I do not find any illegality in the action taken by the management of Cantonment Board in terminating the services of the concerned workman with effect from 1-3-95.

13. I, therefore, hold that the action of the Executive Officer, Cantonment Board, Mathura in terminating the services of Sri Dinesh Kumar is legal and justified and the concerned workman is not entitled

to get any relief in pursuance of reference made to this tribunal.

14. Reference is therefore, answered against the concerned workman.

27-9-2001.

R. P. PANDEY, Presiding Officer

नई दिल्ली, 5 अक्टूबर, 2001

का.आ. 2937.--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एग्जीक्यूटिव ऑफिसर, कैंटनमेंट बोर्ड के प्रवक्ताओं के संबद्ध विवादों और उनके कार्यकारी के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट की शक्ति का उपयोग करती है, जो केन्द्रीय सरकार को 5-10-2001 को प्राप्त हुआ था।

[का.सं. एन.-13012/8/98-आई.आर. (टी.यु.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 5th October, 2001

S.O. 2937.--In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Executive Officer, Cantonment Board and their workman, which was received by the Central Government on 5-10-2001.

[F. No. L-13012/8/98-IR(DU)]

KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

BEFORE SRI R. P. PANDEY, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SARVODAYA NAGAR, KANPUR

Industrial Dispute No. 35 of 1999

In the matter of dispute between-

Sri Madan Lal Balmiki  
C/o Sri B. D. Chaurasia  
President UTUC UP Branch  
30/81 Rajamandi Agra.

AND

Executive Officer Cantonment Board, Mathura, U.P.

#### AWARD

1. Central Government, Ministry of Labour, vide its notification No. L-13012/8/98/IR (DU) dated 16-2-99 has referred the following dispute for adjudication to this tribunal :-

"Whether the action of Executive Officer of Cantonment Board, Mathura in terminating the services of Sri Madan Lal Balmiki

is legal and justified? If not, to what relief the workman is entitled?"

2. The workman filed statement of claim with the allegations that he was appointed as Safaiwala on 9-12-93 in Cantonment Board Mathura and served at that post upto 28-2-95 without any break at a monthly salary of Rs. 1795. He did not give any opportunity to the employer to complaint against his work and conduct. No charge sheet or show cause notice was ever served on him. The services of the workman were terminated with effect from 1-3-95 illegally without making compliance of provisions of section 25F of Industrial Disputes Act. The workman wrote to the higher authorities on 5-4-95 and requested for taking him in the service but it was of no consequence. The workman moved application before the labour department of U.P. Government and when the conciliation failed the Government referred the matter to U.P. Industrial Tribunal Agra. The U.P. Industrial Tribunal, Agra held that it had no jurisdiction to decide the dispute as the Central Government Industrial Tribunal was competent to decide the dispute. Thereafter, the workman raised the dispute before ALCO and thereafter the Government of India referred this dispute to this tribunal vide notification dated 16-2-99 for decision. It has been alleged that the workman is entitled to be reinstated in service with full back wages.

3. The management of Cantonment Board Mathura filed written statement with the contention that the claim of the workman was barred by Limitation, hence it is liable to be rejected on the ground alone. It has been alleged that although the management had raised objection in the very beginning that the Central Government was the appropriate government to refer the dispute to CGIT and the State Government had no jurisdiction in the matter but the workman did not pay heed to it and ultimately the industrial dispute was referred to the State Industrial Tribunal Agra which dismissed the claim on the ground that it had no jurisdiction to try the case. It has been alleged that the concerned workman was appointed vide order dated 9-12-93 on the post of Safaiwala for a fixed period up to 28-2-94 according to the rules applicable to the employees of Cantonment Board. His appointment was made in view of the contract made between the Military Officers and the Cantonment Board. Thereafter the term of the concerned workman was extended from 1-3-94 to 28-2-95 by written order. The concerned workman was appointed temporarily and had no right to hold the post. After the term of appointment expired his services automatically came to an end. However, one month's notice was also given to him before the expiry of the term of his appointment. It has been alleged that some post of safaiwala was reduced by Military Administration in the year 1995-96 hence the services of the concerned workman was terminated for want of the post as the posts sanctioned earlier were reduced by the Military by way of contract made between the Military authorities and the Cantonment Board for the year 1995-96. The salary of the concerned workman up to 28-2-93 was paid. It has been prayed that there is no illegality in the action taken by the management of Cantonment Board Mathura. It has been alleged

that the claim filed by the workman should be rejected.

4. The concerned workman filed rejoinder in which it has been alleged that as notice for retrenchment or retrenchment compensation as required under section 25F of Industrial Disputes Act was not paid to the concerned workman on the date of termination of his service, hence the impugned order of termination is illegal being passed in violation of section 25-F of the Industrial Disputes Act, 1947.

5. The workman examined himself as W.W.1 and filed documents Ext. W-1 to W-4 in support of his case. The management examined Amol B Jagtap as M.W.1 and Salamat Khan as M.W.2 and filed documents Ext. M.1 to M.6 in support of its case.

6. I have heard the authorised representatives for the parties and have gone through the record of the case. From the oral and documentary evidence available on the record it is established beyond doubt that the concerned workman was appointed for the post of Safaiwala in Cantonment Board Mathura by the competent authority vide order dated 9-12-93 for the period up to 28-2-94. The copy of that appointment order is Ext. M.3 on the record which has been admitted by the authorised representative for the workman. The order dated 11-4-94 Ext. M.4 passed by the appointing authority is on the record which shows that the term of the appointment of the concerned workman was extended from 1-3-94 to 28-2-95. This extension was also made giving him temporary extension upto 28-2-95. These facts have not been denied by the concerned workman in his evidence on record. It is also admitted case of the parties that services of the concerned workman came to an end on 28-2-95. The record also shows that notice dated 28-1-95 marked Ext. M.5 was issued to the concerned workman in which it was clearly mentioned that the concerned workman was initially appointed vide appointment letter dated 9-12-93 for a period of two months 22 days up to 28-2-95 and term of his appointment was extended upto 28-2-95 vide office order dated 11-4-94. It was also mentioned in the notice that the service of the concerned workman shall stand terminated according to the orders mentioned above. Thus the services of the concerned workman stood terminated on 28-2-95 when the terms of his appointment came to an end.

7. It has been pleaded by the management of Cantonment Board Mathura that some post of Safaiwala were reduced by the military authorities in the annual contract made between the Military authorities and the Cantonment Board for engaging Safaiwala during the period 95-96 and there was no post left for the concerned workman hence his services stood terminated after expiry of the term of his appointment and his tenure could not be extended. This fact has been proved by M.W.1 Mr. Amol B. Jagtap M.W.1. The testimony of M.W.1 on this point goes uncontroverted. He has proved the same fact which was pleaded by the management in its written statement. Even in the rejoinder the concerned workman did not say that the post of Safaiwala were not reduced by the Military Authorities in the annual contract made for the year 1995-96 between the Cantonment Board and Military Authorities.

I am therefore inclined to believe the case of the management on the point that the posts of Safaiwala were reduced or abolished during the year 1995-96 hence the concerned workman could not get extension of service or continuity of service with effect from 1-3-95 as his service term was extended by the competent authority up to 28-2-95 and the appointing authority had no jurisdiction to extend the term of the service of the concerned workman due to abolition or reduction of the posts of Safaiwala. I, therefore, hold that termination of the service of the concerned workman does not appear to be arbitrary and illegal specially when there was no post on which he could be allowed to continue as Safaiwala after 1-3-95.

8. The authorised representative for the workman has argued that as concerned workman had worked for more than 240 days preceding the date of termination he was entitled to get protection of the provisions of Section 25F of the Act. He has further argued that admittedly no notice as required under Section 25F of the Act and no retrenchment compensation as required under the aforesaid section was given to the concerned workman before the date of termination, the impugned order of termination being passed in violation of Section 25F of the Act is illegal and is liable to be set aside. On the other hand the authorised representative for the management has argued that the case of the concerned workman is squarely covered under Section 2(oo)(bb) of the Industrial Disputes Act hence the termination of the service of the concerned workman does not come within the definition of retrenchment and the provisions of Section 25F of the Act shall not apply to his case.

9. After going through the record of the case and the provisions of Section 2(oo)(bb) and Section 25F of Industrial Disputes Act, I find force in the contention of the authorised representative for the management. Section 2(oo) defines retrenchment. It has been provided under Section 2(oo) that retrenchment means termination by the employer of the service of the workman for any reason what so ever otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

- (a) voluntarily retirement of the workman, or
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf;

[(bb) termination of the service of the workman as a result of non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or

- (c) termination of the service of a workman on the ground of continued ill health;]

10. From the definition of retrenchment as given in Section 2(oo)(bb) it is clear that termination of the services of the workman as a result of non-renewal

of contract of employment between the employer and the workman concerned on its expiry is not included in the definition of retrenchment in this case Madan Lal Balmiki was appointed vide order dated 9-12-93 by the executive officer up to 28-2-94 and his term was further extended for a period up to 28-2-95. On 28-2-95 the services of the concerned workman came to an end automatically as there was not any renewal of the contract of employment as no post of safaiwala was available for his continuance in service. In these circumstances I hold that the alleged termination of service of the concerned workman being covered by clause (bb) mentioned above did not come within the definition of retrenchment as given under Section 2(oo) of the Industrial Disputes Act. Section 25F of the Industrial Disputes Act deals with the retrenchment of the workman from the service by the employer. As the termination of the service of the concerned workman did not come within the definition given under Section 2(oo) of Industrial Disputes Act, the provisions of Section 25F of the Act did not apply in the case and the management was not under any obligation to make compliance of the provisions of Section 25F of the Act.

11. The authorised representative for the workman has placed reliance on a decision of Delhi High Court passed on 13-2-81 in Malkhan Singh versus Union of India 1981(42) FLR 407 in which it was laid down that termination of service of temporary railway servant by one month notice amounts to retrenchment. The law laid down in this case does not apply in this case because the definition of retrenchment was amended in the year 1984 where by clause (bb) has been added indicating that if the term of appointment is not renewed by the employer or the service are terminated according to the terms of service that termination shall not amount to retrenchment. Thus the aforesaid decision of Delhi High Court is of no help to the workman.

12. In view of above considerations I do not find any illegality in the action taken by the management of Cantonment Board in terminating the services of the concerned workman with effect from 1-3-95.

13. I, therefore, hold that the action of the Executive Officer, Cantonment Board, Mathura in terminating the services of Sri Dinesh Kumar is legal and justified and the concerned workman is not entitled to get any relief in pursuance of reference made to this tribunal.

14. Reference is therefore, answered against the concerned workman.

Dated : 27-9-2001.

R. P. PANDEY, Presiding Officer

नई दिल्ली, 15 अक्टूबर, 2001

का.ग्रा. 2938,--कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, भारत सरकार के राजपत्र अध्याधरण भाग-II, खंड 3 (ii) में दिनांक 11 जनवरी, 2000 को प्रकाशित भारत सरकार, श्रम मंत्रालय की अधिसूचना सं.

का. आ. 32 (अ) दिनांक 4 जनवरी, 2000 में निम्नलिखित संशोधन करती है :

उक्त अधिसूचना में “इस उद्देश्य हेतु केन्द्र सरकार द्वारा मान्यता प्राप्त नियोजकों के संगठनों के परामर्श से धारा 4 के खंड (घ) के अंतर्गत केन्द्र सरकार द्वारा नियुक्त” शीर्षक के तहत क्रम संख्या 32 के सामने निम्नलिखित प्रविष्टियां प्रतिस्थापित की जाएंगी, अर्थात् :—

“श्री आर. ए. शर्मा,  
निदेशक (पी), एच. एम. टी. लिमिटेड,  
एच. एम. टी. भवन,  
59- बेल्लारी रोड,  
बंगलूर-560032”

[सं. यू-16012/1/98-एस एस-1]  
के. सी. जैन निदेशक

New Delhi, the 15th October, 2001

S.O. 2938.—In exercise of the powers conferred by Section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Labour No. S.O. 32(E), dated the 4th January, 2000 published in the Gazette of India, Extraordinary, Part-II, Section 3(ii) dated the 11th January, 2000.

In the said notification under the heading “Appointed by the Central Government under clause (f) of Section 4 in consultation with the organizations of employers recognized by the Central Government for the purposes”, for the entries against S. No. 32, the following entries shall be substituted, namely:—

“Sh. R. A. Sharma,  
Director (P). HMT Limited,  
HMT Bhawan, 59-Bellary Road,  
Bangalore-560032.”

[No. U-16012/1/98-SS.I]  
K. C. JAIN, Director

नई दिल्ली, 16 अक्टूबर, 2001

का. आ. 2939.—केन्द्रीय सरकार संतुष्ट है कि लोकहित में ऐसा अपेक्षित है कि कोयला उद्योग में सेवाओं को जिसे औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 04 के अन्तर्गत निर्दिष्ट किया गया है, उक्त अधिनियम के प्रयोजनों के लिए लोक उपयोगी सेवाएं घोषित किया जाना चाहिए।

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (क) के उपखंड (6) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए तत्काल प्रभाव से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[संख्या एम.-11017/2/97-औ. सं. (नी. वि.)]

पी. पी. मित्रा, निदेशक

New Delhi, the 15th October 2001

S.O. 2939.—Whereas the Central Government is satisfied that the public interest requires that the services in the Coal Industry which is covered by item 04 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947), should be declared to be a public utility service, for the purposes of the said Act;

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares with immediate effect the said industry to be a public utility service for the purpose of the said Act for a period of six months.

[No. S-11017/2/97-IR(FL)]  
P. P. MITRA, Director

